

Members Attending: H. Stewart, P. Brooks, D. Kriewall, D. LeFeber, S. Beardsley

Excused Absent: F. Miller, T. Anderson

Others attending: J. Campbell, J. Foote, M. Kosakowski, C. VanHorne

**Financial Report** – C. VanHorne reviewed the Financial Report with the Board. The Board discussed the proposed change to the Signature Stamp Policy, highlighted below:

**Purpose**

The purpose of this policy is to ensure that the application of signature stamps is undertaken with good business practices.

**Policy**

In this policy, the Term "Signing Authority" means the person whose signature is to be applied by stamp, and the term "Assignee" means a person holding signature authority delegated from the Signing Authority.

A signature stamp of the Treasurer to the Board's signature is allowed with the Principal Account Clerk as designated Assignee. *In the absence of the Principal Account Clerk, the Executive Director will be the designated Assignee.* This stamp may be used only on Authority Board approved voucher checks under the following conditions:

1. The instrument used remains in the possession or under control of the Signing Authority or his/her Assignee.
2. The signature is applied either by the Signing Authority or an Assignee.
3. The application of the stamp by the Assignee is approved in advance by the Signing Authority.

The Signing Authority along with his/her Assignee ensures that the signature stamp is placed in an appropriately secure area when not in use.

***Motion: S. Beardsley moved and D. Kriewall approved the proposed policy change. Carried unanimously.***

***Motion: D. Kriewall moved and P. Brooks approved the Financial report as presented. Carried unanimously.***

**Operations Report** - M. Kosakowski highlighted several items in the operations report (on file with the secretary). The following item was added to the report:

Auction results: the following items went to the municipal auction;

1. 2011 Ford Van - \$13,500
2. Sewer Camera Outfit - \$2,475.00
3. Bumper Jack - \$112.50

**Capital Report** – M. Kosakowski reviewed the Capital Report ( on file with the Secretary). The following items were discussed by the Board:

1. Technology upgrades – The consensus of the Board was to look into other firms that might provide assistance with the installation of phones. Ronco Communications, Hurricane Technologies and Finger Lakes Technology Group were recommended by the Board. C. VanHorne stated that they had already asked IEvolve Technology Services to meet.
2. Solar Project – The Board reviewed the contract amendment and new analysis of economics present by Solar City, due to the NYSERDA Block incentive change (on file with the Secretary). The Board directed J. Campbell to push back on the loss of potential revenue with Solar City. The Board consensus was that if Solar City would not move on the loss, then the Board felt that the contract amendment was acceptable as presented.

***Motion: S. Beardsley moved and D. LeFeber seconded to authorize the Executive Director to sign an amendment to the Solar City Agreement. Carried with D. Kriewall abstaining.***

3. DOCCS WSP – J. Foote reported on the meeting with DOCCS engineers, K. Rupert and E. Greppo. The discussion led to additional overage items, based on requested change in location for connection from the DOCCS representatives. The other overage items are:
  - a. Additional pressure reducing valve vaults;
  - b. Additional backup generator for the main water pump station;
  - c. Additional crossing of the inlet to Conesus Lake on Sliker Hill Road;
  - d. Additional water main to the water storage tank.Also discussed was how to handle the bids for the upsizing projects to the satisfaction of DOCCS. The next step is to provide the DOCCS representatives with a meeting summary with the justifications for the overages and await their response.
4. Farm Contract – J. Campbell reviewed the outline of a proposed agreement with the three Farmers with the Board (on file with the Secretary). J. Campbell took comments, and requested that any other issues that the Board members had, could be sent to him for inclusion into the agreement.
5. Pump station property purchase – J. Campbell reported that the letter had been sent to the property owners with the most recent negotiation terms outlined at the April meeting. J. Campbell also updated the Board that he had found a company to conduct the “highest use” appraisal. The consensus of the Board was for J. Campbell to procure a proposal for the appraisal work and circulate that information to the Board.
6. Wastewater Treatment Plant (WWTP) upgrades – C. VanHorne reported that the consolidation meeting did not take place. D. LeFeber stated that the Village needed to update their information. The Board reviewed a letter from the Environmental Facilities Corporation (EFC) (on file with the Secretary) regarding additional information necessary for the funding. The consensus of the Board was that C. VanHorne should send as much information as is available to the EFC in response to the letter. This should include the Bond Counsel Agreement, Fiscal Service Agreement, Local Counsel Agreement, and Title Certification.
7. History of Contract Operations – C. VanHorne referenced the history of contract operations memo (on file with the Secretary) that was in the Board packets and requested any questions. The Board had none.

## **Personnel**

Assistant Director of Operations – C. VanHorne and H. Stewart met with I. Coyle and G. Demming regarding the LCWSA request to create an Assistant Director of Operations position on May 4<sup>th</sup>. C. VanHorne reported that at the onset of the meeting, I. Coyle suggested that a part time labor position would allow the LCWSA to get started on the internal plumbing inspections. H. Stewart reported that after long discussions regarding the needs of the Authority and justification for the Assistant Director of Operations position, it seemed that I. Coyle and G. Demming understood the need for the requested position. The meeting was concluded that I. Coyle would get back to C. VanHorne on how to proceed.

Succession Plan – C. VanHorne reviewed the following information with the Board (on file with the Secretary).

1. Organizational Chart
2. Employee lease agreement
3. Memo from J. Campbell regarding the Powers and Autonomy of the LCWSA
4. LCWSA Leased employee Primer – Describes process for creation of a position, and what positions exist and the types of positions they are.

The Board discussed the materials and the general timing of C. VanHorne's retirement, and concluded to establish two working session meetings on June 8, 2016 and June 15, 2016 to start the process of succession planning. To assist the Board in these discussions, the Board directed J. Campbell to contact Bonadio Group, and C. VanHorne to contact Freed Maxick Battaglia and Burke Group, to set up interviews for the working session dates. J. Campbell summarized the Board conversation to the following three work items:

1. The Board would like to look at the entire organization and how we do business, to determine if opportunities exist to better implement our Mission.
2. Currently, the LCWSA leases its entire staff from the County. The LCWSA Board would like to evaluate the costs and process to have staff of its own.
3. The current Executive Director will be retiring in 2017 and the Board would like to define traits and characteristics for the next Director. The Board will also require assistance to conduct a search for a candidate for the position.

## **Other Business**

The Board reviewed the information from Constellation Energy Company regarding an extended rate from 9/2018 through 11/2020 at \$.04959/kwh. The current contract establishes our rate until 9/2018 at \$.05939. The consensus of the Board was to hold off on this proposal and not sign a contract extension.

## **Business Session**

**Minutes** – regular minutes dated April 27, 2016

***Motion: P. Brooks moved and D. LeFeber seconded to approve minutes dated April 27, 2016. Carried unanimously.***

**Bills:** C. VanHorne reviewed the bills. D. LeFeber raised a concern regarding the cost of the repair of the water main. A brief discussion regarding the Backhoe replacement was had with no conclusion.

***Motion: D. Kriewall moved and P. Brooks seconded to approve paying the bills for Operating Expenditures in an amount not to exceed \$117,282.97 and Projects in an amount not to exceed \$10,151.70. Carried unanimously.***

***Motion: S. Beardsley moved and D. Kriewall seconded to approve paying the bills for Utilities in an amount not to exceed \$26,198.80, Commodity in an amount not to exceed \$38,611.48, Projects in an amount not to exceed \$5,352.89 and for miscellaneous expense in an amount not to exceed \$416.53. Carried unanimously.***

**Communications** – C. VanHorne pointed out the planning and development memo as a FYI to the Board. C. VanHorne reminded the Board the next meeting is June 29, 2016.

***Adjourn: Motion: P. Brooks moved and S. Beardsley seconded to adjourn the board meeting. Carried unanimously.***

# OPERATIONS REPORT

<b>Water and Sewer Work Program 2016</b>	
Customer work orders	72 Workorders completed for the month - up 46 from last month. Due to customers coming back to lake homes, and meter repairs after reading.
UFPO	66 stakeouts completed for the month - up 21 from last month
PM Maintenance	All PM maintenance completed.
Sampling and Testing	2nd quarter TTHM and HAA samples were collected.
Generator Maintenance	Colacino Industries has started the generator maintenance.
Electrical Maintenance	PSEC is working on issues found during the electrical maintenance along with installing the manual transfer switches.
Boiler Maintenance	LMC is working on switching the digester boiler back over to run on methane and natural gas.
Lawn Mowing	Davis Enterprises has started the lawn mowing.
Calibration	HACH calibrated the chlorine analyzers - they will be back in the fall to calibrate again. Also Cold Springs Environmental will be in to calibrate all flow meters.
Generator Battery replacement	Staff replaced the battery at Seneca Foods generator.
Air relief Valve maintenance	Staff performed the semi annual air relief maintenance.
Restoration	Staff completed restoration on 3 repair sites.
Regulatory Inspections	We had a DEC inspection at the Groveland Station Plant. Things went very well. Also the annual inspection with the Army Corps of Engineers and DEC for the outlet has been scheduled for the 22nd of June.
<b>Water Work Program</b>	
Water Main and Service repair	We had a water main leak on Sliker Hill - Staff called Fineline to repair, since our backhoe is in for service.
Flushing	Staff flushed Scottsburg, East Lake, Conesus, and portions of the Village of Livonia, in preparation of the TTHM and HAA sampling.
Meter reading	Staff completed meter reading and bills have been sent out.
Annual Water Quality Report	Annual water quality report has been completed. It will go up on our web site the end of May.
<b>Sewer Work Program</b>	
Sewer Cleaning and televising	Staff is working on cleaning and televising West Lake Rd.
Gauging stations and shimming pumps	Siewert came out and looked at 3E and 1W - they consistently run over 20% of the normal run time. They will be giving us a report on their findings.
Motor belts	Staff completed the belt replacement for the west side.
<b>Lakeville Plant</b>	
Tour	Several members of the Public Services Committee toured the Lakeville Plant facility.
<b>Equipment</b>	
Trucks	The second truck has been ordered. 7 bids were received. The bid was awarded to Main Motor Car for a 2016 Ram 2500 Crew Cab 4x4.

# OPERATIONS REPORT

	Also a staff member had an accident with one of the trucks, damaging the front fender, along with the bumper and headlight. It has been fixed.
Sewer Camera	Met with Joe Johnson representative and IT Dept for installation and training on the use of the computer program Vison reports. This program allows the viewing of the video and reports created thru the camera.

<b>CAPITAL PROJECTS REPORT - May outline</b>	
<b>31085 – DOCCS WSP</b>	
5/25/2016	J. Campbell will be at the meeting to update the Board on the property acquisition. J. Foote from CPL will be at the meeting to update the Board on the Engineering and the meeting with DOCCS representatives.
<b>31043- SCADA and Control System upgrade –</b>	
5/25/2016	Project is complete
<b>31080 Collection System - Inflow and Infiltration repairs</b>	
5/25/2016	Staff has met with the Town of Livonia and Conesus Highway Superintendants on the I and I repairs. Plans are still under review with the NYSDOT.
<b>31103 Alternate Water Supply projects - DOCCS</b>	
5/25/2016	J. Campbell will be at the meeting to assist with the discussion of Farm contract and Financing of the alternative projects - a discussion held over from last month.
<b>Crossroads Commerce Park Sewer Avon -</b>	
5/25/2016	Staff video taped and inspected new sewer. No issues were found. Record drawings and testing results are outstanding.
<b>31108 - Early Warning system</b>	
5/25/2016	This project will include two contracts - initially, there will be Monitoring equipment for the Village of Livonia sewer meter and Trailer mounted pump The three rain gauges have been installed. OTI is waiting on software to tie them into the SCADA system. The three manhole monitors have also been installed and we are receiving weekly reports. Also staff will be alarmed if flow increases to a point where it tips the floats. May lower floats in two manholes to provide more data points. Met with Dave from Pertech to go over the use of the SCADA website. This was very helpful for understanding how to manage the system.
<b>31110 Energy conservation Program</b>	
5/25/2016	Light fixtures leaking were replaced and sealed. Also, the work has been completed at Groveland Station and that bill was paid. This project is complete.
<b>31111 Technology Upgrades</b>	
5/25/2016	The last project in the technology upgrades is the phone system. County IT department will not undertake the project until 2017. Looking into alternative options to proceed.
<b>Solar Array</b>	
5/25/2016	F. Miller questioned if washing the solar array was part of the on going maintenance. Solar City responded to this question that washing was ongoing maintenance, done when necessary. No chemicals are used, just Deionized water which they would provide. Also, T. Anderson mentioned that trees may be necessary to shield the view. C. VanHorne stated that the next-door neighbor has already planted trees along the West line. The Wet lands environmental manager and her team were on site on the 18th. Response was received from Town Code Officer that the project would not come under planning board jurisdiction as long it was kept out of the flood plain. We missed the Block 2 incentive due to a delay from National Grid. Solar City will be presenting a contract amendment and a new analysis of economics for us to consider.
<b>Wastewater Treatment Plant upgrades</b>	
5/25/2016	Re-evaluation of the WWTP upgrade report continues. Tentative meeting may be held with the Village on May 23rd. Awaiting confirmation. EFC has sent us another list of requirements. Further information on this at the meeting.



RE: Updated PPA from NYSERDA Incentives

Dan Leary

to:

cvanhorne@co.livingston.ny.us

05/23/2016 04:51 PM

Hide Details

From: Dan Leary <dleary@solarcity.com>

To: "cvanhorne@co.livingston.ny.us" <cvanhorne@co.livingston.ny.us>,

Hi Cathy,

Given the reduced incentive level associated with changing from Block 2 to Block 4 the PPA rate was adjusted accordingly - below is the updated pricing and savings alongside the original contract's values for your review and consideration. Please let me know if you have questions. As a reminder we are installing a new service meter for the solar project and therefore sending all of the energy into the grid, but LCWSA retains the value of that energy and is paid for it by National Grid in the form of a monetary credits that are applied to all meters (the monetary credit is equivalent to the prevailing non-demand commercial rate for National Grid – a higher tariff value than actual LCWSA energy rates). The PPA is selling you the monetary credit; the delta between those two is your savings. Below is outline of original contract versus the updated contract value under the current incentive block. The system still generates considerable value for LCWSA. Please let me know if you would like to discuss further. Once approved to move forward I will generate an amendment for signatures. Thank you

	Original	Amended Update
Size	878 kW	878 kW
Production (A)	1,145,199 kWh	1,145,199 kWh
NYSERDA Incentive Block	2 (\$0.28/W)	4 (\$0.15/W)
Contract PPA Rate (B)	\$0.070/kWh	\$0.078/kWh
Monetary Credit Rate from NGrid (C)	\$0.116/kWh	\$0.116/kWh
Credit Delta (D) = B minus C	\$0.046/kWh	\$0.038/kWh
Expected Year 1 Savings = A x D	\$ 52,679	\$ 43,651

**Dan Leary** | Director, Community Solar | SolarCity | m: 607.592.7046

CA CSLB 888104, MA HIC 168572/EL-1136MR [Click here](#) to view our complete list of license numbers by state

**From:** Dan Leary

**Sent:** Thursday, May 19, 2016 11:25 AM

**To:** 'cvanhorne@co.livingston.ny.us'

**Subject:** RE: Updated Signature Needed

Thank you Cathy. I'm out of the office this week, but return next week. Since we were delayed by National Grid we missed Block 2 for incentive and are not applying for Block 4 since we have everything we need back from National Grid. The lower incentive will effect the PPA rate in the contract and therefore we'll need to adjust the price. Given the price adjustment due to incentives I'll share a new savings analysis with you and then you and your board can consider if the updated economics still meet your goals and we can proceed with a contact amendment. Talk to you more next week.

Thanks – dan

**Dan Leary** | Director, Community Solar | SolarCity | m: 607.592.7046

CA CSLB 888104 MA HIC 168572/EL-1136MR [Click here](#) to view our complete list of license numbers by state



**Livingston County Water and Sewer Authority  
May 25, 2016**

<b>Farm</b>	<b>Gallons per Day</b>	<b>Total Cost</b>	<b>Annual Cost (3% for 30 years)</b>	<b>Tax Parcel</b>
Dairy Knoll	100,000	\$192,240.00	\$10,000.00	109.-1-53
Edge Wood	100,000	\$192,240.00	\$10,000.00	127.-1-11.12
Sparta Farms	75,000	\$149,520.00	\$ 7,500.00	135.-1-1.2

**Representations/Obligations of Farmers**

1. The Farmers agree to pay the Capital costs for the upsizing project as shown in the table above in consideration for the improvements to the system made on their behalf.

*We have to make sure that the interest rate is appropriate for the long-term financing that the Authority will be obtaining*

*The Agreement needs to state that the improvements would not be made but for their request and that their commitment to pay for the upsizing costs is instrumental to the project.*

2. The Farmers agree and acknowledge that the capital charges will be charged on the quarterly bill and are part of their fee structure and are a debt owed to the LCWSA.

*We need strong language that indicates that any unpaid charges will become a lien on the property.*

*Are the tax parcels the improvements are attached to the most valuable, or is it due to the physical location of improvements? Should we insist that the debt "attaches" to the entire farm, meaning all real estate owned by the farm?*

*What if some portion of the farm property is carved out and sold? Do we intend to have future owners of lots or out-parcelling obligated to pay their proportionate share of the debt service? If so, we need very specific language and the Agreement has to be recorded in the County Clerk's Office and indexed against all properties.*

*I would also suggest that we have each of the principals/owners of the farm business sign personal guarantees for the debt. This can include language that if they wish to pre-pay their share of the debt service, they can do so.*

3. The Farmers agree and acknowledge that in addition to the capital fee, a minimum quarterly fee is charged to any customer that is hooked into the system that is the base fee times the number of units, whether or not any water is used.

*Need to be specific that this is for future operation and maintenance, not in any way related to debt service for up-sizing improvements.*

*The Agreement needs to clearly state how the number of units is calculated and that the calculation could change in the future, so might the unit charge.*

4. The Farmers agree and acknowledge that all unpaid balances as of October 15th of each year will be relieved on the Town and County tax bill of the property owner.

***We need to check with the County Attorney to ensure that the County will not object to a relevy in such circumstances.***

5. The Farmers agree and acknowledge that it is their responsibility to bring the water from the water main to their facilities.

***Agreement needs to be clear that debt service payments start even if Farmers delay in bringing water from the main onto their property.***

***Agreement can set an outside date by which they must start using water so as to commence receiving unit charges for operation and maintenance.***

6. The Farmers agree to pay the capital charge whether they use the water or not.

***We have to make sure the Agreement is clear as to how the capital improvement debt service is calculated so that it does not appear to be tied in any way to actual usage.***

***The language will have to state that the debt service obligation will not go down if actual usage is less than anticipated at time proportionate debt obligation was established.***

#### **Representations/Obligations of LCWSA**

1. The LCWSA agrees to deliver water up to the Gallons per day described in the above table.

***Agreement needs to have force majeure language to cover unavoidable interruption of service or ability to provide water.***

2. The LCWSA agrees to deliver water at a discounted rate of \$.65/1000 gallons over 1,000,000 gallons of water used per quarter.

***The Agreement should specify the duration of that obligation and what trigger events allow the Authority to increase the rate.***

***The Agreement also has to be specific as to when the discount becomes effective for each individual farm, eg. Is it 1,000,000 million gallons for each farm?***

***Should the rate be established at a % of discount, rather than a fixed .65/1000 gallons? It might be better to say that the rate will be discounted by a certain fixed percentage; this will allow the rate to increase even though the Farmers will still have a discount (allowing their rate to change as it would for any other user, even though they also get the benefit of a discount.***

3. The LCWSA agrees to finance and construct the Improvements.

4. The LCWSA agrees to own and operate the improvements.

5. The LCWSA agrees that if the Farmer wishes to sell the water capacity to another farmer or organization within Groveland that the LCWSA will work with said farmer for the modification of the agreement to reflect the new owners water share. In the alternative, the Farms have the right to sell their water capacity rights, if not being used, back to the LCWSA. The Amount paid to date by the Farms would not be reimbursed. The LCWSA can then pass those water capacity rights to another farm or entity for the amount remaining due.

***I do not think the Authority should allow any of the farms to assign any of their rights to a third party. If at some point in the future one of the farms wishes to do so, the Authority can enter into negotiations to consider such a request. It is important for the Authority to***

**have a predictable and pre-determined re-payment structure for the cost associated with the improvements.**

**I also do not think it is a good idea for the Authority to indicate that it might be willing to "buy back" the water usage rights from the farms. This has to be treated as a long term absolute obligation, otherwise the farms may have the impression that the debt service obligation is negotiable as well. We do not want a situation where the Authority may get stuck paying for some portion of the improvements that were made exclusively for the benefit of the farms. It may be possible to allow a farm to sell some of its water usage rights, but that should be addressed carefully.**

**I would not object to language that states that once the debt service is paid in full, the Authority and farms may enter into negotiations to discuss reducing water usage obligations/allocations.**

6. The LCWSA can choose not to accept capacity from a farm.



# Environmental Facilities Corporation

ANDREW M. CUOMO

Governor

SABRINA M. TY

President and CEO

May 18, 2016

Ms. Catherine VanHorne  
Executive Director  
Livingston County Water & Sewer Authority  
P.O. Box 396  
Lakeville, New York 14480

Re: **New York State Clean Water State Revolving Fund (NYS CWSRF)**  
**CWSRF Project No.: C8-6449-05-00**  
**Livingston County Water & Sewer Authority**  
**County of Livingston**

Dear Ms. VanHorne,

Thank you for submitting an application for a NY Water Grant for the above referenced Project. EFC will continue to process your financing application in anticipation of providing other financial assistance. For this purpose, EFC still requires the submission of the items listed below. EFC must receive the items listed by close of business **June 20, 2016**, if not sooner.

Items requested:

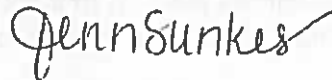
1. Engineering Report approval (by DEC & EFC)
2. Executed Engineering Agreement (& EFC approval)
3. Executed Bond Counsel Agreement
4. Executed Local Counsel Agreement
5. Executed Fiscal Services Agreement
6. Title Certificate
7. Series Resolution - ?
8. Office of State Comptroller (OSC) Approval - NO
9. MWBE items necessary for financing: MWBE Workplan -
10. Approval of a utilization plan for one contract, generally an engineering agreement
11. MWBE items necessary for disbursement: Approved MWBE contract language included in each contract and agreement and approved MWBE Utilization Plans or waiver requests for:
  - A. Construction contracts with an aggregate value (original plus amendments or change orders) of \$100,000 or more
  - B. Professional Services agreements for engineering, legal, financial and other services, labor, travel, equipment, materials and supplies with an aggregate value of \$25,000 or more (including any amendments thereto) where such contract or amendment was executed on or after October 13, 2010

C. Change orders or amendments, over \$25,000, to construction contract and professional service agreements

If certain items listed are not applicable or available, please provide an explanation. You will be notified if EFC requires additional information after receipt and review of these items. Please note that failure to submit these items by **June 20, 2016** may result in a delay in access to financing. We look forward to working with you on your Project. If you have any questions please call EFC at (518) 402-6924 and speak to one of the members of your project team, as listed below.

- ◇ Finance – Jennifer Sunkes (Jennifer.Sunkes@efc.ny.gov)
- ◇ Legal – Michael Hale, Esq. (Michael.Hale@efc.ny.gov)
- ◇ M/WBE – EEO – Lisa McCullough (Lisa.McCullough@efc.ny.gov)
- ◇ Engineering – Elizabeth Ricci (Elizabeth.Ricci@efc.ny.gov)

Sincerely,



Jennifer Sunkes  
Senior Financial Analyst

c: Rene Lewis  
Thomas Myers, Esq.  
James Campbell, Esq.  
Eric C. Wies, P.C.



Livingston County Water & Sewer Authority  
1997 D'Angelo Drive  
PO Box 396  
Lakeville, NY 14480  
Phone: (585) 346-3523  
Fax: (585) 346-0954  
TTY NY: (800) 662-1220

---

Catherine VanHorne

Executive Director

To: LCWSA Board

From: Catherine VanHorne

Re: History of Contract Operations

Date: May 19, 2016

1. September 2014 - Tom D'Aprile takes a position with the Village of Avon.
2. Maintenance staff was cross trained in Plant Operations and are able to operate the Plants when Steve is on Vacation or on a off day.
3. Working with Personnel to hire an Operator trainee.
  - a. No Maintenance person wanted to try for the Operator position because of the 10 on 4 off schedule.
4. March 2015 – Steve Carroll takes a position with the Village of Leroy. Giving two weeks notice.
5. Camden and Yaws were brought in to discuss helping out. A process was developed to let both organizations work the plants. Camden backed out and YAWS was brought in with two licensed operators.
6. June 24, 2015 Board authorizes to move forward with RFP.
7. Camden, Keops, Yaws, and MRB Group were active in the RFP process. One proposal was received, from YAWS. The Pricing per month for operation service did not change from the current charge - \$10,000 per month. The Contract is a two-year contract with two one-year renewals upon mutual agreement.
8. August 26 , 2015 – the LCWSA Board authorized a two-year agreement with YAWS.
9. YAWS annual budget = \$120,000
10. 2015 annual Budget for the two Operators = \$172,000

## AGREEMENT

THIS AGREEMENT, made and entered into effective the 1st day of January, 2002, between the **COUNTY OF LIVINGSTON**, hereinafter "County", a municipal subdivision of the State of New York, with offices at Livingston County Government Center, 6 Court Street, Geneseo, New York 14454 and the **LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**, hereinafter "Authority", a public authority of the State of New York with offices at P.O. Box 396, 1997 D'Angelo Drive, Lakeville, New York 14480.

### WITNESSETH:

**WHEREAS**, pursuant to Section 1199-dddd (14) of the New York Public Authorities Law, the Authority has the power to use the employees of a municipality, with the consent of the municipality, and to pay a portion of the compensation or costs of such employee; and

**WHEREAS**, the County has transferred to the Authority the assets of the County's Conesus Lake County Sewer District (the "District"), so that the Authority will be responsible for providing sewer services to certain County residents; and

**WHEREAS**, certain personnel of the County have been providing services to the District, and the Authority would like to continue to receive the benefit of the services of those personnel; and

**WHEREAS**, the Authority may have the need for the services of additional personnel from time to time; and

**WHEREAS**, the County has agreed to provide the services of certain personnel who will perform services for the Authority; and

**WHEREAS**, the Authority is desirous of contracting with the County for the purpose of obtaining the use of such employees from the County,

**NOW, THEREFORE, IT IS HEREBY AGREED**, by the County of Livingston and the Livingston County Water and Sewer Authority, as follows:

1. **Use of Employees.** The County hereby agrees to provide to the Authority the use of employees of the County as set forth on Schedule A to this Agreement, which sets forth the title of the position and the name of the individual filling the position. The employees shall at all times remain as employees of the County in the Public Works Department and shall not be considered employees of the Authority. The County shall follow all applicable provisions of the New York Civil Service Law and any collective bargaining agreement covering the

positions. Schedule A shall be amended from time to time to reflect the addition of new employees and the termination of employees and positions. The Authority will be consulted in the process of determining the individual to fill the position.

2. **Cooperation.** The County and Authority will use their best efforts to consult and cooperate with each other to provide employees to the Authority who perform satisfactorily. If the Authority requests the discipline or removal of an employee assigned to it pursuant to this Agreement, the County will work with the Authority, consistent with the applicable provisions of the New York Civil Service Law and any applicable collective bargaining agreement, to take appropriate action consistent with the needs of the Authority. The Authority and County will work together to develop procedures to implement and carry out the terms of this Agreement.
3. **Reimbursement of Costs.** The County, as the employer of record, shall be directly responsible for paying the wages and benefits of the employees and for complying with all legal requirements for tax withholding, payroll taxes, civil service requirements, the employment of alien workers, and other applicable statutes, rules and regulations. The costs include, but are not limited to the employees' wages, FICA, NYS Retirement, Health Insurance, Workers Compensation and Unemployment Insurance. The Authority shall reimburse the County for the actual costs incurred by the County with respect to the employees used by the Authority. The County shall invoice the Authority monthly for the actual costs incurred. The Authority shall pay the amount of such invoice within thirty (30) days of receipt.
4. **Insurance, Maintenance, Security.** Both the County and the Authority do hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract during all phases of the performance of the various provisions of work to be performed herein.
5. **Collective Bargaining Agreement.** The parties acknowledge that most, if not all, of the employees to be supplied by the County to the Authority pursuant to this Agreement will be covered by a collective bargaining agreement between the County and the Civil Service Employee's Association, Inc., Local 1000, AFSCME, AFL-CIO, Livingston County Employees Local 826, Livingston County Employees Unit ("CSEA"). The County agrees to consult with the Authority in negotiating agreements with CSEA to the extent that the Authority will be affected by the terms of such negotiation and the employees assigned to the Authority are treated separately from other employees of the County.
6. **Authority for Execution on Behalf of the Authority.** The Authority Chairman has executed this agreement pursuant to a Resolution adopted by the Board of Directors of the Livingston County Water and Sewer Authority, at a meeting thereof held on December 18, 2001.



7. **Authority for Execution on Behalf of the County.** The Chairman of the Board of Supervisors has executed this agreement pursuant to a Resolution adopted by the Board of Supervisors of the County of Livingston, at a meeting thereof held on December 19, 2001.
8. **Notices.** Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

If to County:  
County of Livingston  
Livingston County Government Center  
6 Court Street, Room 302  
Geneseo, New York 14454  
Attn: Chairman of the Board of Supervisors

With a copy to:  
David J. Morris, Esq.  
Livingston County Government Center  
6 Court Street, Room 302  
Geneseo, New York 14454


If to Authority:  
Livingston County Water and Sewer Authority  
1997 D'Angelo Drive  
P.O. Box 396  
Lakeville, New York 14480  
Attn: Chairman

With a copy to:  
Catherine A. Foerster, Esq.  
Boylan, Brown, Code, Vigdor & Wilson, LLP  
2400 Chase Square  
Rochester, New York 14604

9. **Waiver.** No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
10. **Modification.** This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
11. **Term.** This agreement shall commence January 1, 2002 and shall continue unless terminated by either party. Notice of termination must be given no later than November 1 of any year and shall be effective at the end of December 31st of that year.


IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

**COUNTY OF LIVINGSTON**

  
BY: James C. Merrick  
Chairman of the Board of Supervisors

Date: December 31, 2001

**LIVINGSTON COUNTY WATER  
AND SEWER AUTHORITY**

  
BY: Frank J. Riedman  
Chairman

Date: December 31, 2001

STATE OF NEW YORK: )  
COUNTY OF LIVINGSTON: ) ss.:

On the 28<sup>th</sup> day of December, 2001, before me, personally appeared James C. Merrick, to me known, who, being duly sworn, did depose and say that he resides in the Town of Groveland, County of Livingston, State of New York; that he is the Chairman of the Board of Supervisors of the County of Livingston, the municipal corporation described in and which executed the foregoing instrument; and that he executed the foregoing instrument by order of the Board of Supervisors of the County of Livingston.

  
Notary Public

DAVID J. MORRIS  
NOTARY PUBLIC, STATE OF NEW YORK  
LIVINGSTON COUNTY, NO. 4758782  
MY COMMISSION EXPIRES 2/20/03

STATE OF NEW YORK: )  
COUNTY OF LIVINGSTON: ) ss.:

On the 27<sup>th</sup> day of December, 2001, before me, personally appeared Frank Riedman, to me known, who, being duly sworn, did depose and say that he resides in the Town of Livonia, County of Livingston, State of New York; that he is the Chairman of the Livingston County Water and Sewer Authority, the public authority described in and which executed the above agreement; and that he signed his name hereto by order of the Board of the Livingston County Water and Sewer Authority.

  
Notary Public

CATHERINE A. FOERSTER  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires: August 31, 2005

Schedule A

Employees to be leased by the LCWSA

Name	Title
Catherine Muscarella *	Public Works Director
C. Joseph Kornbau	Senior Sewage Treatment Plant Operator
Judith Travis	Principal Account Clerk
Rene Lewis*	Account Clerk Typist
Michael Shaver	Sewage Treatment Plant Operator
Richard Stone	Sewage Plant Maintenance Person
Eric Marshall	Sewage Plant Maintenance Person

\*Part of these employees salary to be paid out of Public Works Dept. budget.

# Livingston County Water and Sewer Authority – April 27, 2016

## MEMORANDUM

**From:** James W. Campbell, Jr., Esq.  
**To:** Board of Directors, Livingston County Water and Sewer Authority  
**Re:** Powers and Autonomy of the LCWSA

---

I have been asked to review the enabling legislation which created the LCWSA (and other legal resources) to address questions relating to the Authority's powers and autonomy in governing its affairs.

While there is significant case law addressing how courts generally interpret the powers and autonomy of such municipal entities, the most helpful guidance comes from the enabling legislation itself.

The enabling legislation that created the LCWSA is clearly written and demonstrates the legislative intent that the Authority was designed to operate as its own entity, with little influence from other outside municipal agencies.

I have set forth below, relevant portions of the enabling legislation that are useful in determining the scope of the LCWSA's autonomy, and the few instances where outside agencies have potential to influence how the Authority is operated.

In general terms, the Authority is to determine and carry out the day to day operations associated with its public purpose. The means of doing so is decided by this Board. Please note the provisions in which the Livingston County Board of Supervisors is responsible for appointments to this Board (as well as having power to remove Board members).

Other than appointment and potential removal of LCWSA Board Members, the Livingston County Board of Supervisors is a separate and distinct entity which is not provided with authority to govern or influence the direction or means of operation of the Authority.

As an additional note, the enabling legislation provided for the likelihood that some or all of the "employees" of the Authority might initially be employees of Livingston County. The legislation also provides for a mechanism for those persons to be transferred or converted to become employees of the Authority, at the discretion of the Livingston County Board of Supervisors.

---

### Relevant provisions of enabling legislation:

"Board" defined as members of authority acting as "governing board of the authority." §1199- aaaa 2, page 2

The authority is to be governed by a board of 7 members appointed by resolution of the Livingston County Board of Supervisor. §1199-cccc, page 4

Members may be removed by County Board of Supervisors for inefficiency, neglect of duty or misconduct. Id. at page 5

**Officers of authority appointed by authority board (Chairperson, Vice-Chairperson and Treasurer); Boar has power to set qualifications, duties and salary of such officers (subject to Civil Service Laws). Id. 2. at page 5**

**Neither the Public Service Commission nor any other board of like character, shall have jurisdiction over the authority in the management and control of its operations. Id. 6. At page 6**

**Powers of the authority. §1199-dddd:**

**To borrow money, etc. Id. 3. at page 6**

**To enter contracts. Id. 4. at page 6**

**To acquire property. Id. 5 at page 6**

**To operate and manage facilities of the authority. Id. 8. at page 7**

**To appoint officers and employees to carry out authority duties and to fix compensation and duties. Id. 13 at page 7**

**To make bylaws for management and regulation of the authority affairs. Id. 22 at page 9**

**Transfer of Officers and employees. §1199-ffff:**

**Pursuant to Civil Service Law §71, authority may request transfer of any employee or officer of the county which can take place with the consent of the Livingston County Board of Supervisors. Id. 1 at page 10**

**Any transferred employees or officers from County shall remain in the same collective bargaining unit. Id. 2 at page 10**

## LCWSA LEASED EMPLOYEE PRIMER.

The following is the procedure for Creating and Filling a new position with the County.

Step 1: The LCWSA budgets and discusses the position during the budget process.

Step 2: Department Head has an informal discussion with the County Administrator regarding the desire to create a position and seeks permission to proceed with a formal request.

Step 3: Department Head completes New Position Duties Statement form ("NPDS") & submits to Personnel Officer.

Step 4: Personnel Officer reviews form, assigns title & provides copy to Department Head.

Step 5: Department Head completes Request to Create and Fill a New Position form & submits to Personnel Officer.

Step 6: Personnel Officer determines whether NPDS has been completed for position.

- If not, Personnel Officer contacts Department Head to request.
- If so, Personnel Officer forwards request to create to County Administrator.

Step 7: Staff brings the position duties to the LCWSA and gets approval to create the position.

Step 8: County Administrator reviews request.

- Requests for part-time, per diem or temporary positions: The County Administrator approves or disapproves the request and the process ends.
- Requests for permanent full-time positions: The County Administrator sends the request to the Clerk of the Board. The Clerk of the Board places the request on the home committee's agenda. (The "home committee" is the committee of the Board of Supervisors ("BOS") to which the department reports.)

Step 9: Home Committee reviews request. (Public Works Department reports to the Public Service Committee – Chairman Gerald Deming)

- Disapproval: The process ends.
- Approval: It refers the request to the Ways & Means ("W & M") Committee of the BOS. The Clerk of the Board places the request on the committee's agenda.

Step 10: Ways & Means Committee reviews request.

- Disapproval: The process ends.
- Approval: It refers the request to the BOS. The Personnel Officer creates a resolution regarding the creation and forwards it to the Clerk of the Board. The Clerk of the Board places the request on the BOS agenda.

Step 11: Board of Supervisors reviews request.

- It adopts or rejects the resolution. The Clerk of the BOS communicates the decision to the Department Head and the Personnel Officer by providing copies of the approved request form. The process ends. If the position is created then the process continues below.

Step 12: Competitive class positions – These positions have to take an exam to qualify to a position.

Currently the position titles in this class are;

- a. Public Works Director – Cathy VanHorne
- b. Director of Operations – Mark Kosakowski
- c. Principal Account Clerk – Rene Lewis
- d. Account Clerk – Carole Rewald and Cheryl Cappadonia
- e. Waste water treatment plant operator – not filled
- f. Water treatment plant operator – not filled
- g. Financial Manager – not filled
- h. Senior Account clerk – not filled
- i. Senior Waste Water treatment plant operator - not filled

Competitive class positions have to be appointed from the top three candidates of the existing list or when no list exists provisional appointment to the position and then provisional appointee must land in the top three candidates to qualify for the position, when the exam is given.

Step 12 a –Non Competitive class positions – These positions have no requirement for examination to qualify for a position. These positions can be filled by a transfer internally to any qualified candidate or by advertising and interviewing qualified candidates. Currently the position titles in this class are:

- a. Water /waste water maintenance position – Joe Bauer, Joe Hauslauer, Matt Gascon, and Todd Marsh.
- b. Building Maintenance position. – Tom Kuch

Union vs non union employees.

Union employees are the employees who are paid hourly. Those positions are:

1. Principal Account Clerk
2. Waste water treatment plant operator
3. Water treatment plant operator
4. Account Clerk
5. Senior Account Clerk
6. Water/waste water maintenance position
7. Building maintenance position
8. Senior Waste Water Treatment Plant Operator

Non Union employees are the salary employees. Those positions are:

1. Public Works Director
2. Director of Operations
3. Financial Manager

Assistant Director of Operations Position – The title was created through the above process. It was created as a salaried position due to the responsibilities.



# Organizational Chart and Board Committees 2016

## Board Members, Staff and Titles:

