
Agenda

September 20, 2023 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

All attachments and reports may be found at
www.lcwsa.us

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. August 16, 2023 – Regular Meeting
4. Reports
 - a. Financial Report - August 2023
 - b. Operation/Capital Report
 - c. Executive Director's Report

5. Other Business

Resolution No.: 2023-38	RESOLUTION AWARDED A BID FOR CONESUS LAKE PUMP STATION IMPROVEMENTS CONTRACT NO. 1 – PUMP STATION 11W SCADA AND ELECTRICAL IMPROVEMENTS
Resolution No.: 2023-39	RESOLUTION APPROVING ADJUSTMENTS TO THE 2023 BUDGET
Resolution No.: 2023-40	RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF LEICESTER AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY FOR THE TOWN OF LEICESTER WATER DISTRICTS
Resolution No.: 2023-41	RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN A SUBLEASE AGREEMENT WITH PIRANHA TEC DRIVE LLC
Resolution No.: 2023-42	RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN A CROSSING AND CONSENT AGREEMENT WITH CALEDONIA CSG, LLC
Resolution No.: 2023-43	RESOLUTION TO APPROVE KRUK & CAMPBELL, P.C. RATES FOR EGAL SERVICES TO THE LIVINGSTON COUNTY WATER & SEWER AUTHORITY
Resolution No.: 2023-44	RESOLUTION TO SET A PUBLIC HEARING FOR THE 2024 RATE AND FEE SCHEDULE
Resolution No.: 2023-45	RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN A CREDIT PURCHASE AND SALE AGREEMENT WITH WHITESTOWN NORTH SOLAR LLC

6. Adjournment

Next Regular Meeting: Wednesday, October 18, 2023 @ 8:00 am

Unreviewed Minutes
REGULAR MEETING
August 16, 2023 at 8:00 am
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

Members Attending: M. McKeown, B. Ceci, T. Saunders, M. Falk, D. Higgins, and S. Beardsley

Others attending: J. Molino (Executive Director), L. Monaghan (Deputy Director), R. Lewis (Principal Accountant), M. Kosakowski (Director of Operations), S. Wright (Secretary), and J. Campbell (Attorney)

Call to Order: 8:00 a.m.

Approval of Agenda:

Motion: B. Ceci moved, and D. Higgins seconded to approve the agenda. Carried unanimously.

Open Public Hearing:

At 8:00 a.m., the public hearing for the amended Service Unit Policy was opened.

Approval of Minutes:

July 19, 2023 - Regular Meeting

Motion: M. Falk moved, and S. Beardsley seconded to approve the regular board meeting minutes dated July 19, 2023. Carried unanimously.

Reports:

Financial Report – July 2023

R. Lewis reviewed the Financial Report with the Board (on file with Secretary). The cost for sludge hauling and expenses related to customer installations were discussed.

Motion: S. Beardsley moved, and D. Higgins seconded to approve the July 2023 Financial Report. Carried unanimously.

Operations and Capital Report

M. Kosakowski reviewed the Operations and Capital Reports with the Board (on file with Secretary). The Capital Meter Replacement project and I & I progress were discussed.

Motion: D. Higgins moved, and M. Falk seconded to approve the July 2023 Reports. Carried unanimously.

Executive Director Report

J. Molino reviewed:

- The letter to the Village of Lima regarding the Intermunicipal Agreement has been sent with no response yet.
- The Lakeville Wastewater Plant Project will be closing out soon. There are a few smaller items that need completing but there is an expected end date sometime in October.
- Ownership of the infrastructure at Lake Forest and Pine Tree Mobile Home Parks has shifted to the park owners.
- The Public Hearing for the Lease Agreement with Leicester was held with action being taken in September.
- Interviews for the Wastewater Treatment Plant Operator/Trainee are ongoing.
- An inspection for the two Treatment Plants with the DEC will occur this week.

Other Business:

Resolutions:

- 2023-34 RESOLUTION TO AWARD THE BID FOR SMOKE TESTING INVESTIGATION (PROJECT NO. 121387) *Motion: S. Beardsley moved, and T. Saunders seconded to approve Resolution 2023-34. Carried unanimously.*
- 2023-35 RESOLUTION REJECTING ALL BIDS FOR THE LAKEVILLE WASTEWATER TREATMENT PLANT SLUDGE TANK PAINTING *Motion: M. Falk moved, and D. Higgins seconded to approve Resolution 2023-35. Carried unanimously.*
- 2023-36 RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN AN INTERMUNICIPAL COOPERATION AGREEMENT WITH THE TOWN OF SPRINGWATER FOR PROJECT MANAGEMENT AND OVERSIGHT SERVICES There was extensive discussion regarding the Springwater Wastewater Treatment Plant and what the Authority will offer now and in the future. *Motion: B. Ceci moved, and S. Beardsley seconded to approve Resolution 2023-36 with the condition that the Authority will have completed is project management and oversight services for the Town of Springwater by October 31, 2023. Carried unanimously.*

D. Higgins left the meeting at 9:33 a.m.

Close Public Hearing:

Motion: At 9:35 a.m., the public hearing was closed.

- 2023-37 RESOLUTION ADOPTING THE AMENDED SERVICE UNIT POLICY
Motion: M. Falk moved, and B. Ceci seconded to approve Resolution 2023-37. Carried unanimously.

Adjournment: 9:36 a.m.

Motion: T. Saunders moved, and M. Falk seconded to close the meeting. Carried unanimously.

Livingston County Water and Sewer Authority

August 2023

Financial Report

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**August 2023
Revenue & Expenses**

REVENUE

2023 Budget Revenue -\$3,743,714

Year to date **\$2,314,933** **increase of \$152,118 over last year**

Current Period *\$ 897,856*

-Retail Fees represents billing through 7/31/23, next billing November 2023 for 8/1/23-10/31/23

-Retail Fees Increases *\$99,055* *unit increases, sewer rate over 15,000*

EXPENSES

2023 Budget Expenses -\$3,789,387

Year to Date Expenses \$2,400,168 (approx. 53.5%) increase of \$255,080 over last year

Current Period *\$ 399,745*

-Wages *\$ 85,113* *increased staff, wages*

-Health Insurance *\$ 63,302* *increased staff, plan increases, includes both August & September*

-Engineering *(\$29,442)*

-Project Engineering *(\$32,142)*

-Other Professional Services *\$30,646* *Income Survey*

-Vehicle Maintenance *(40,985)* *WQIP Grant for County Wide Project (Meter Replacements)*

-Purchased Water *\$40,816*

-Project Expense *\$70,685* *I & I*

-Building & Maint. *\$179,086* *Sludge Hauling(increase) Customer Installs (decrease)*

Livingston County WSA
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 8/1/2023 Through 8/31/2023

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
OPERATING REVENUE						
Fees						
4110	849,007.32	2,008,762.52	1,909,707.91	99,054.61	3,416,888.00	(1,408,125.48)
4120	94.00	670.00	730.00	(60.00)	0.00	670.00
4125	14,838.50	135,778.61	113,498.82	22,279.79	0.00	135,778.61
	<u>863,939.82</u>	<u>2,145,211.13</u>	<u>2,023,936.73</u>	<u>121,274.40</u>	<u>3,416,888.00</u>	<u>(1,271,676.87)</u>
Permit Fees						
4200	(24,938.00)	35,227.00	81,792.89	(46,565.89)	45,000.00	(9,773.00)
4210	52,608.00	52,608.00	0.00	52,608.00	0.00	52,608.00
	<u>27,670.00</u>	<u>87,835.00</u>	<u>81,792.89</u>	<u>6,042.11</u>	<u>45,000.00</u>	<u>42,835.00</u>
O&M Services						
4130	0.00	23,000.00	15,000.00	8,000.00	23,000.00	0.00
	<u>0.00</u>	<u>23,000.00</u>	<u>15,000.00</u>	<u>8,000.00</u>	<u>23,000.00</u>	<u>0.00</u>
Other Income						
4140	752.63	29,921.92	20,471.31	9,450.61	36,326.00	(6,404.08)
4160	3,937.50	12,028.15	11,375.00	653.15	0.00	12,028.15
4410	1,555.80	16,936.30	10,238.78	6,697.52	222,500.00	(205,563.70)
	<u>6,245.93</u>	<u>58,886.37</u>	<u>42,085.09</u>	<u>16,801.28</u>	<u>258,826.00</u>	<u>(199,939.63)</u>
	<u>897,855.75</u>	<u>2,314,932.50</u>	<u>2,162,814.71</u>	<u>152,117.79</u>	<u>3,743,714.00</u>	<u>(1,428,781.50)</u>
OPERATING EXPENSE						
Wages & Fringes						
5010	73,204.84	645,957.70	560,844.50	85,113.20	1,196,773.00	550,815.30
5020	1,269.58	24,827.64	28,581.93	(3,754.29)	46,782.00	21,954.36
5030	5,441.59	49,186.06	43,538.79	5,647.27	94,924.00	45,737.94
5040	(1,867.75)	10,860.97	84,943.09	(74,082.12)	139,874.00	129,013.03
5048	2,036.30	14,254.10	22,728.02	(8,473.92)	37,620.00	23,365.90
5050	52,061.73	239,799.09	176,496.68	63,302.41	363,601.00	123,801.91
5060	0.00	17,638.24	19,419.19	(1,780.95)	20,141.00	2,502.76
5070	142.15	8,715.11	3,495.99	5,219.12	15,000.00	6,284.89
	<u>132,288.44</u>	<u>1,011,238.91</u>	<u>940,048.19</u>	<u>71,190.72</u>	<u>1,914,715.00</u>	<u>903,476.09</u>
Professional Services						
6110	(3,194.00)	22,040.25	17,621.25	4,419.00	25,350.00	3,309.75
6120	0.00	9,029.25	38,470.84	(29,441.59)	25,000.00	15,970.75
6125	3,900.00	10,750.00	42,891.70	(32,141.70)	0.00	(10,750.00)
6130	672.29	25,865.60	19,246.76	6,618.84	18,300.00	(7,565.60)
6140	190.77	24,040.83	22,912.28	1,128.55	30,800.00	6,759.17
6150	10,203.00	81,646.97	68,946.41	12,700.56	112,000.00	30,353.03
6160	0.00	0.00	22,050.00	(22,050.00)	0.00	0.00
6190	0.00	31,000.00	354.25	30,645.75	0.00	(31,000.00)
	<u>11,772.06</u>	<u>204,372.90</u>	<u>232,493.49</u>	<u>(28,120.59)</u>	<u>211,450.00</u>	<u>7,077.10</u>
Utilities						

Livingston County WSA
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 8/1/2023 Through 8/31/2023

		Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
6200	Computer Utilities	0.00	0.00	67.23	(67.23)	0.00	0.00
6210	Electricity	29,735.98	161,827.90	159,481.70	2,346.20	287,426.00	125,598.10
6220	Gas/Heating	1,167.00	14,442.76	19,867.89	(5,425.13)	33,600.00	19,157.24
6230	Telephone	1,404.88	11,084.13	13,526.43	(2,442.30)	23,707.00	12,622.87
	Total Utilities	32,307.86	187,354.79	192,943.25	(5,588.46)	344,733.00	157,378.21
	Vehicle Expense						
6420	Vehicle Maint	(4,833.15)	(23,530.71)	17,453.99	(40,984.70)	16,000.00	39,530.71
6430	Gasoline	10,384.57	20,317.33	19,517.86	799.47	37,600.00	17,282.67
	Total Vehicle Expense	5,551.42	(3,213.38)	36,971.85	(40,185.23)	53,600.00	56,813.38
	Purchased Water/Sewer						
6510	Purchased Water	48,451.48	201,932.66	161,116.45	40,816.21	376,908.00	174,975.34
6515	Purchased Water MCWA	14,838.50	120,590.00	113,498.16	7,091.84	0.00	(120,590.00)
6520	Purchased Sewer Treatment	6,731.92	28,115.11	35,185.98	(7,070.87)	79,500.00	51,384.89
	Total Purchased Water/Sewer	70,021.90	350,637.77	309,800.59	40,837.18	456,408.00	105,770.23
	Equipment Maintenance						
6610	Equipment Repair/Supply	170.92	10,155.60	2,210.27	7,945.33	13,125.00	2,969.40
6625	Equipment	250.47	18,236.65	21,043.63	(2,806.98)	72,155.00	53,918.35
6635	Equip Lease/Rental Contracts	0.00	0.00	0.00	0.00	65,000.00	65,000.00
	Total Equipment Maintenance	421.39	28,392.25	23,253.90	5,138.35	150,280.00	121,887.75
	Building Maintenance						
6300	Project Expense	0.00	75,186.40	4,501.20	70,685.20	0.00	(75,186.40)
6305	Water/Sewer Installs	19,723.00	34,863.75	0.00	34,863.75	45,000.00	10,136.25
6310	Outside O&M Services	69,137.58	151,950.40	228,433.70	(76,483.30)	138,000.00	(13,950.40)
6315	Water/Sewer Repair	0.00	16,812.95	0.00	16,812.95	40,000.00	23,187.05
6320	Laboratory Services	1,522.00	17,452.80	23,484.79	(6,031.99)	46,000.00	28,547.20
6325	Sludge Hauling	13,015.80	164,360.89	0.00	164,360.89	22,500.00	(141,860.89)
6350	Refuse Collection	230.35	3,397.92	6,421.49	(3,023.57)	9,800.00	6,402.08
6360	Cleaning Service	300.00	2,350.00	2,250.00	100.00	4,000.00	1,650.00
6620	Building Repair/Supply	11,468.13	84,358.50	64,466.44	19,892.06	183,178.00	98,819.50
6640	Customer Installation Supplies	16,853.96	17,682.48	59,772.68	(42,090.20)	38,908.00	21,225.52
	Total Building Maintenance	132,250.82	568,416.09	389,330.30	179,085.79	527,386.00	(41,030.09)
	Other Expenses						
6340	Uniforms/Clothing	0.00	4,402.89	3,579.80	823.09	7,050.00	2,647.11
6700	Permits, Fees & Inspections	0.00	2,711.80	2,738.00	(26.20)	23,915.00	21,203.20
6810	Postage & Freight	3,423.26	12,676.48	10,351.07	2,325.41	15,100.00	2,423.52
6820	Office Supplies	371.65	3,533.87	3,829.84	(295.97)	4,760.00	1,226.13
6830	Advertising	422.08	10,359.46	17,121.64	(6,762.18)	3,990.00	(6,369.46)
6840	Travel & Training	5,549.99	15,280.36	12,626.16	2,654.20	35,000.00	19,719.64
6885	Fines Errors & Losses	54.52	54.52	0.00	54.52	0.00	(54.52)
6890	Miscellaneous Expenses	0.00	(161.93)	(0.10)	(161.83)	0.00	161.93
6899	Prior Year expense	5,310.00	4,111.68	0.00	4,111.68	0.00	(4,111.68)

Livingston County WSA
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 8/1/2023 Through 8/31/2023

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
Total Other Expenses	15,131.50	52,969.13	50,246.41	2,722.72	89,815.00	36,845.87
Easements & Judgements						
6870 Easements & Landtaking	0.00	0.00	0.00	0.00	40,500.00	40,500.00
6880 Judgements & Claims	0.00	0.00	0.00	0.00	500.00	500.00
Total Easements & Judgements	0.00	0.00	0.00	0.00	41,000.00	41,000.00
Total OPERATING EXPENSE	399,745.39	2,400,168.46	2,175,087.98	225,080.48	3,789,387.00	1,389,218.54
GAIN/LOSS BEF DEPRECIATION	498,110.36	(85,235.96)	(12,273.27)	(72,962.69)	(45,673.00)	(39,562.96)
DEPRECIATION EXPENSE						
6910 Deprec Expense-non contrib	(63,286.57)	(507,078.42)	(399,652.41)	(107,426.01)	0.00	(507,078.42)
6920 Deprec Expense-contributed	(62,192.51)	(477,198.53)	(464,993.60)	(12,204.93)	0.00	(477,198.53)
Total DEPRECIATION EXPENSE	(125,479.08)	(984,276.95)	(864,646.01)	(119,630.94)	0.00	(984,276.95)
OPERATING GAIN/LOSS	372,631.28	(1,069,512.91)	(876,919.28)	(192,593.63)	(45,673.00)	(1,023,839.91)
NON-OPERATING REVENUE/EXPENSE						
Non-Operating Income						
4115 Retail Fees-Debt related	130,420.82	312,042.39	230,836.67	81,205.72	343,447.00	(31,404.61)
4300 Restricted Revenue	3,658.79	3,833.44	21.89	3,811.55	0.00	3,833.44
7110 Interest Income	8,075.44	57,274.29	19,617.73	37,656.56	0.00	57,274.29
Total Non-Operating Income	142,155.05	373,150.12	250,476.29	122,673.83	343,447.00	29,703.12
Non-Operating Expense						
8110 Interest Expense	0.00	(21,824.39)	(27,272.82)	5,448.43	0.00	(21,824.39)
8120 G/L on sale of Assets	0.00	19,350.00	0.00	19,350.00	0.00	19,350.00
8140 Debt Fees	(500.00)	(9,875.00)	(8,936.00)	(939.00)	0.00	(9,875.00)
Total Non-Operating Expense	(500.00)	(12,349.39)	(36,208.82)	23,859.43	0.00	(12,349.39)
Total NON-OPERATING REVENUE/EXPENSE	141,655.05	360,800.73	214,267.47	146,533.26	343,447.00	17,353.73
NET GAIN/LOSS BEF CONTRIB	514,286.33	(708,712.18)	(662,651.81)	(46,060.37)	297,774.00	(1,006,486.18)
CAPITAL CONTRIBUTIONS						
Grant Revenue						
9110 Grant & Donation Revenue	0.00	289,498.92	(443,295.53)	732,794.45	0.00	289,498.92
Total Grant Revenue	0.00	289,498.92	(443,295.53)	732,794.45	0.00	289,498.92
Contributed Capital						
9130 Contributed Funds	0.00	17,450.00	0.00	17,450.00	0.00	17,450.00
Total Contributed Capital	0.00	17,450.00	0.00	17,450.00	0.00	17,450.00
Total CAPITAL CONTRIBUTIONS	0.00	306,948.92	(443,295.53)	750,244.45	0.00	306,948.92
CHANGE IN NET ASSETS	514,286.33	(401,763.26)	(1,105,947.34)	704,184.08	297,774.00	(699,537.26)



Livingston County WSA

Balance Sheet

As of 8/31/2023

(In Whole Numbers)

	<u>Current Year</u>	<u>Prior Year</u>	<u>Current Year Change</u>	<u>Beginning Year Bal...</u>	<u>YTD Change</u>
CURRENT ASSETS					
Operating Cash	1,467,153	503,340	963,813	1,183,052	284,101
Debt Reserve	794,733	852,579	(57,846)	852,249	(57,517)
Accounts Receivable	545,989	535,666	10,322	1,113,036	(567,047)
Capital Contributions Receivable	11,765	4,675	7,091	57,289	(45,524)
Inventory	4,478	18,631	(14,153)	9,773	(5,295)
Prepaid Expenses	22,791	65,927	(43,136)	158,996	(136,205)
Funds held for Others	<u>31,824</u>	<u>26,948</u>	<u>4,876</u>	<u>42,300</u>	<u>(10,476)</u>
Total CURRENT ASSETS	2,878,733	2,007,765	870,968	3,416,696	(537,963)
Total Current Assets	<u>2,878,733</u>	<u>2,007,765</u>	<u>870,968</u>	<u>3,416,696</u>	<u>(537,963)</u>
NON-CURRENT ASSETS					
Restricted Cash	1,879,230	667,385	1,211,844	375,370	1,503,860
Capital Contrib Receivable, net current	461,463	632,064	(170,601)	592,057	(130,594)
Property & Equipment, Net Deprec	40,079,208	23,582,420	16,496,788	40,521,557	(442,349)
Work-In-Progress	<u>2,875,201</u>	<u>10,279,532</u>	<u>(7,404,331)</u>	<u>1,457,413</u>	<u>1,417,787</u>
Total NON-CURRENT ASSETS	45,295,101	35,161,401	10,133,700	42,946,397	2,348,704
Total Non-Current Assets	<u>45,295,101</u>	<u>35,161,401</u>	<u>10,133,700</u>	<u>42,946,397</u>	<u>2,348,704</u>
TOTAL ASSETS	<u>48,173,834</u>	<u>37,169,166</u>	<u>11,004,668</u>	<u>46,363,093</u>	<u>1,810,741</u>
CURRENT LIABILITIES					
Accounts Payable	2,394	153,540	(151,146)	62,612	(60,218)
Current Portion Loans Payable	4,498,066	3,114,099	1,383,967	2,067,468	2,430,598
Other Current Liabilities	0	(1,257,411)	1,257,411	1,112,704	(1,112,704)
Funds held for others	<u>31,438</u>	<u>26,544</u>	<u>4,894</u>	<u>42,300</u>	<u>(10,862)</u>
Total CURRENT LIABILITIES	4,531,898	2,036,773	2,495,126	3,285,084	1,246,815
Total Current Liabilities	<u>(4,531,898)</u>	<u>(2,036,773)</u>	<u>(2,495,126)</u>	<u>(3,285,084)</u>	<u>(1,246,815)</u>
NON-CURRENT LIABILITIES					
System Revenue Notes Payable	<u>12,912,765</u>	<u>3,921,225</u>	<u>8,991,540</u>	<u>11,947,075</u>	<u>965,689</u>
Total NON-CURRENT LIABILITIES	12,912,765	3,921,225	8,991,540	11,947,075	965,689
Retained Earnings & Net Position					
Retained Earnings	(31,130,934)	(32,317,116)	1,186,181	(31,130,934)	0
Net Income	<u>401,763</u>	<u>1,105,947</u>	<u>(704,184)</u>	<u>0</u>	<u>401,763</u>
Total Retained Earnings & Net Position	(30,729,171)	(31,211,168)	481,997	(31,130,934)	401,763
Total Net Position	<u>48,173,834</u>	<u>37,169,166</u>	<u>11,004,668</u>	<u>46,363,093</u>	<u>1,810,741</u>

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estim	Estim
Cash on hand 1st of each month	\$ 84	\$ 933	\$ 435	\$ 339	\$ 1,183	\$ 1,217	\$ 1,113	\$ 1,857	\$ 1,839	\$ 2,081	\$ 1,963	\$ 1,262	\$ 1,461	\$ 1,386
Cash Received														
Customer Billing	474.5	46.4	387.4	445.7	28	235.2	592.5	76.3	461.2	385.1	43.6	648.8	200	50
Miscellaneous	1	9.3	1.5	10	32	2.2	159.4	4.1	4.8	4.9	13.8	13.2		3
Debt/Project Related	3	3	3	3	3									
Billing Services/O & M Services			13.2	4	71.5	11.6	28.7		17.1			17.6		
Relevy								225						
Estimated Cash Receipts														
Cash Receipts														
Debt/Grant/Contrib Receipts	443.7						17.4			100				
EFC	859.2		260	197	183.7		721.8	1106.3	120.4	150.8	123	131.5		
Cash Balance before expenditures	\$ 1,866	\$ 992	\$ 1,100	\$ 998	\$ 1,501	\$ 1,466	\$ 2,633	\$ 3,268	\$ 2,442	\$ 2,722	\$ 2,143	\$ 2,074	\$ 1,661	\$ 1,439
	304.5	259.7	160.6											
Operating Vouchers	40	185.9	217.5	491.6	214.7	247	396.3	330.4	331	320.2	783.7	420.6	250	250
Trasfer to Debt/Relevy										28.4				
Project Vouchers	587.8	111.4	383.4	162.7	69.1	106.2	380.2	1099.1	30	410.4	97.3	192	25	25
Estimated Expenditures														
Utilities														
Operating														
Projects														
Cash Balance after expenditures	\$ 933	\$ 435	\$ 339	\$ 344	\$ 1,217	\$ 1,113	\$ 1,857	\$ 1,839	\$ 2,081	\$ 1,963	\$ 1,262	\$ 1,461	\$ 1,386	\$ 1,164
Reserve Projects in Progress Budget Bal + Equipment to Purchase	397	390	387	293	293	269	255	255	342	339	338	344	344	344
Unallocated Cash Balance	\$ 536	\$ 45	\$ (48)	\$ 51	\$ 924	\$ 844	\$ 1,602	\$ 1,584	\$ 1,739	\$ 1,624	\$ 924	\$ 1,117	\$ 1,042	\$ 820

Project Code	Project Name	Expenditures		Budget			Financing			Date Began	End Date
		Expenses	Capitalized	Budget	Balance	Funding	Grant/Contributed	Reserve	Debt		
DEBT & REIMBURSABLE PROJECTS											
31131	Improvements (EFC WIIA)	1,270,099.94	3,351,506.26	8,500,000	3,878,393.80	DO 18746	\$ 3,000,000	\$ -	\$ 3,842,000	7/12/2019	12/31/2024
31142	Lakeville WWTP Plant Phase 2 (EFC WIIA)	933,560.22	4,309,052.41	5,525,016.06	282,403.43	C8-6449-05-00	\$ 2,179,750	\$ -	\$ 5,525,016.06	1/1/2022	8/31/2023
31132	Groveland Sta WWTP UV/ Disinfection (WQIP)	36,209.98		747,524	711,314.02	01584GG	\$ 367,576	\$ 66,600	\$ 313,348	1/1/2022	5/1/2024
31121	Lakeville WWTP Chemical Feed Facility (WQIP)	33,000.00		484,850	451,850.00	111711	\$ 198,055	\$ 38,000	\$ 248,795	1/1/2022	12/31/2023
31450	Leicester/York Regional Water Project	264,680.00									
31455	Conesus Lake PS Improvements (EFC WIIA)	105,984.87		5,000,000	4,894,015.13	C8-6449-06-00	\$ 1,250,000	\$ -	\$ 3,750,000		
31475	2023 Sewer Collection Improvements	46,706.30		940,000							
		2,690,241.31			10,217,976.38						

GENERAL RESERVE PROJECTS											
Reserve Cash for Debt & Reimbursable Projects					\$ 104,600.00						
31148	(Phase 1)	\$ 184,959.45		\$ 370,000	\$ 185,040.55					1/1/2022	12/31/2023
Total General Reserve Projects		184,959.45			289,640.55						
Total WIP Expense (GL 1600)		2,875,200.76									
Needs Assessment Operation and Admin Bldg				25,000	25,000.00			\$ 25,000		1/1/2022	12/31/2022
Phase III I & I (EPG)				-	129,500	129,500.00	121387	\$ 100,000	\$ 29,500		5/1/2023
Total Studies					#	154,500.00	\$ 100,000				
Less Grants						100,000.00					
Total Project Cash Committed					344,140.55						

Disbursements 8/1/23-8/31/23

Debt Reserve disbursements	\$ 32,225.00
Operating disbursements	\$ 420,621.97
Capital Project disbursements	<u>\$ 192,150.40</u>
Total Disbursement	\$ 644,997.37

Livingston County WSA
Vendor Activity - Cash Disbursements-Debt Reserve
From 8/1/2023 Through 8/31/2023

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<u>Vendor Name</u>	<u>Effective Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Payments</u>
M&T Investment Group	8/2/2023	Trustee Fee	1180	Debt Res MM	500.00
NYS EFC	8/16/2023	D0-17369-Principal	1180	Debt Res MM	31,725.00
Report Transaction Totals					32,225.00

Livingston County WSA
Vendor Activity - Cash Disbursements-board mtg-Capital Projects
From 8/1/2023 Through 8/31/2023

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Category Code	Category Title	Check #	Vendor Name	Transaction Description	Expenses
31131	Water System Improvements (EFC WIIA)	3953	Layer 3 Technologies	P31131, fiber cable	10,579.96
	Water System Improvements (EFC WIIA)	3913	Peaks Electrical LLC	P31131 Electrical work in Data Room	3,200.00
				Transaction Total	<u>13,779.96</u>
Total 31131	Water System Improvements (EFC WIIA)				13,779.96
31142	Lakeville Plant Upgrades-Phase 2	3933	Blue Heron Construction Co	P31142, Pay App 21	<u>60,209.10</u>
				Transaction Total	<u>60,209.10</u>
Total 31142	Lakeville Plant Upgrades-Phase 2				60,209.10
31148	SCADA Sy Wide Imp P1	3904	GHD Services Inc	P31148 07/01/23 - 07/29/23	<u>1,175.50</u>
				Transaction Total	<u>1,175.50</u>
Total 31148	SCADA Sy Wide Imp P1				1,175.50
31455	Conesu Lake PS Improvements	3914	Rexal USA, InC	P31455 Scada	<u>95,624.84</u>
				Transaction Total	<u>95,624.84</u>
Total 31455	Conesu Lake PS Improvements				95,624.84
31475	2023 Sewer Collection Improvements	3941	Clark Patterson Lee	P31475, 2023 Sewer Collection Improvements	2,400.00
	2023 Sewer Collection Improvements	3919	Siewert Equipment Company	P31475 Pump Stators	<u>18,961.00</u>
				Transaction Total	<u>21,361.00</u>
Total 31475	2023 Sewer Collection Improvements				21,361.00
Report Opening/Current Balance					<u> </u>
Report Transaction Totals					<u>192,150.40</u>
Report Current Balances					<u> </u>



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
A. D. Call & Sons Excavating & ...	8/2/2023	Sludge to drying beds 07/20/23	1001	Checking	0.00	3889
		Sludge to drying beds 07/20/23	6325	Sludge Hauling	1,800.00	3889
		Sludge transported 07/06/23	1001	Checking	0.00	3889
		Sludge transported 07/06/23	6325	Sludge Hauling	2,340.00	3889
		Sludge transported 07/14/23	1001	Checking	0.00	3889
		Sludge transported 07/14/23	6325	Sludge Hauling	2,340.00	3889
		Sludge transported 07/21/23	1001	Checking	0.00	3889
		Sludge transported 07/21/23	6325	Sludge Hauling	<u>2,340.00</u>	3889
Transaction Total					<u>8,820.00</u>	
Total A. D. Call & Sons Excavati...					8,820.00	
Absolute Standards, INC	8/16/2023	DMR Lakeville samples	1001	Checking	0.00	3928
		DMR Lakeville samples	6310	Outside O&M	<u>90.00</u>	3928
		Transaction Total				
Total Absolute Standards, INC					90.00	
ALS Group USA	8/2/2023	Samples 07/13/23	1001	Checking	0.00	3890
		Samples 07/13/23	6320	Lab Services	466.00	3890
	8/16/2023	August 08/16/23 Payables	1001	Checking	0.00	3929
		August 08/16/23 Payables	6320	Lab Services	264.00	3929
		Samples 07/27/23	1001	Checking	0.00	3929
	Samples 07/27/23	6320	Lab Services	<u>387.00</u>	3929	
	Transaction Total					<u>1,117.00</u>
Total ALS Group USA					1,117.00	
American Water Works Association	8/2/2023	membership renewal 10/01/23-09/30/24	1001	Checking	0.00	3891
		membership renewal 10/01/23-09/30/24	6840	Travel/Traing	400.00	3891
		Transaction Total				
Total American Water Works Asso.					400.00	
Bailey Electric Motor Pump & Su...	8/16/2023	Motor for Adams Road Pump #2	1001	Checking	0.00	3930
		Motor for Adams Road Pump #2	6620	Bldg Repair	<u>2,163.52</u>	3930
		Transaction Total				
Total Bailey Electric Motor Pump...					2,163.52	
Benefactor Funding Corp	8/2/2023	Samples 07/17/23	1001	Checking	0.00	3892
		Samples 07/17/23	6320	Lab Services	135.00	3892
	8/16/2023	Samples 07/19/23	1001	Checking	0.00	3931
		Samples 07/19/23	6320	Lab Services	162.00	3931
		Samples 07/24/23	1001	Checking	0.00	3931
	Samples 07/24/23	6320	Lab Services	<u>108.00</u>	3931	
	Transaction Total					<u>405.00</u>
Total Benefactor Funding Corp					405.00	



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
Besco Electric Supply	8/16/2023	Electrical Supplies	1001	Checking	0.00	3932
		Electrical Supplies	6620	Bldg Repair	<u>122.85</u>	3932
		Transaction Total			<u>122.85</u>	
Total Besco Electric Supply					122.85	
Blair Supply Corp	8/2/2023	Airport Tank supplies	1001	Checking	0.00	3893
		Airport Tank supplies	6620	Bldg Repair	<u>3,615.36</u>	3893
		Transaction Total			<u>3,615.36</u>	
Total Blair Supply Corp					3,615.36	
Blue Heron Construction Co	8/16/2023	P31142, Pay App 21	1001	Checking	<u>0.00</u>	3933
		Transaction Total			<u>0.00</u>	
Total Blue Heron Construction Co					0.00	
BXI Consultants, Inc	8/16/2023	07/05/23 - 08/24/23	1001	Checking	0.00	3934
		07/05/23 - 08/24/23	6820	Office Sup	<u>211.67</u>	3934
		Transaction Total			<u>211.67</u>	
Total BXI Consultants, Inc					211.67	
Casella Waste Services	8/16/2023	08/01/23 - 08/31/23	1001	Checking	0.00	3935
		08/01/23 - 08/31/23	6350	Refuse	<u>230.35</u>	3935
		Transaction Total			<u>230.35</u>	
Total Casella Waste Services					230.35	
Charter Communications	8/16/2023	08/08/23 - 09/07/23	1001	Checking	0.00	3940
		08/08/23 - 09/07/23	6140	Prof Computer	<u>179.98</u>	3940
		Transaction Total			<u>179.98</u>	
Total Charter Communications					179.98	
Chase Card Services	8/16/2023	Amazon - safety cable for digester clean out project	1001	Checking	0.00	3939
		Amazon - safety cable for digester clean out project	6620	Bldg Repair	838.00	3939
		Amazon - trash bags	1001	Checking	0.00	3939
		Amazon - trash bags	6620	Bldg Repair	48.44	3939
		Amazon - umbrella	1001	Checking	0.00	3939
		Amazon - umbrella	6620	Bldg Repair	101.15	3939
		AWWA - Manual	1001	Checking	0.00	3939
		AWWA - Manual	6840	Travel/Traing	128.00	3939
		Genesee Lumber - Adams Road pump station	1001	Checking	0.00	3939
		Genesee Lumber - Adams Road pump station	6620	Bldg Repair	15.79	3939
		Genesee Lumber - bolts for pump valve	1001	Checking	0.00	3939

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Livingston County WSA
Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
From 8/1/2023 Through 8/31/2023

Vendor Name	Pmt Date	Transaction Description	GL Code	GL Short Title	Expenses	Check #
		Genesee Lumber - bolts for pump valve	6620	Bldg Repair	9.56	3939
		Genesee Lumber - bug spray	1001	Checking	0.00	3939
		Genesee Lumber - bug spray	6620	Bldg Repair	13.77	3939
		Genesee Lumber - concrete mix	1001	Checking	0.00	3939
		Genesee Lumber - concrete mix	6620	Bldg Repair	41.94	3939
		Genesee Lumber - drinking water hose	1001	Checking	0.00	3939
		Genesee Lumber - drinking water hose	6620	Bldg Repair	31.99	3939
		Genesee Lumber - Electrical tape	1001	Checking	0.00	3939
		Genesee Lumber - Electrical tape	6620	Bldg Repair	9.54	3939
		Genesee Lumber - headlamp and pliers	1001	Checking	0.00	3939
		Genesee Lumber - headlamp and pliers	6620	Bldg Repair	15.99	3939
		Genesee Lumber - headlamp and pliers	6625	Equipment	19.99	3939
		Genesee Lumber - keys for Pump stations	1001	Checking	0.00	3939
		Genesee Lumber - keys for Pump stations	6620	Bldg Repair	11.12	3939
		Genesee Lumber - mortor mix	1001	Checking	0.00	3939
		Genesee Lumber - mortor mix	6620	Bldg Repair	7.56	3939
		Genesee Lumber - paint and timer	1001	Checking	0.00	3939
		Genesee Lumber - paint and timer	6620	Bldg Repair	28.98	3939
		Genesee Lumber - shop supplies	1001	Checking	0.00	3939
		Genesee Lumber - shop supplies	6620	Bldg Repair	50.58	3939
		Genesee Lumber - tape and blacktop patch	1001	Checking	0.00	3939
		Genesee Lumber - tape and blacktop patch	6620	Bldg Repair	102.93	3939
		Genesee Lumber - timer and ext cord	1001	Checking	0.00	3939
		Genesee Lumber - timer and ext cord	6620	Bldg Repair	15.99	3939
		Genesee Lumber - timer and ext cord	6625	Equipment	9.99	3939
		Genesee Lumber - tool and tape	1001	Checking	0.00	3939
		Genesee Lumber - tool and tape	6620	Bldg Repair	25.98	3939
		Genesee Lumber - tool and tape	6625	Equipment	12.99	3939
		Genesee Lumber - tools and paint	1001	Checking	0.00	3939
		Genesee Lumber - tools and paint	6620	Bldg Repair	10.99	3939
		Genesee Lumber - tools and paint	6625	Equipment	29.58	3939
		Genesee Lumber - tools and tube sand	1001	Checking	0.00	3939
		Genesee Lumber - tools and tube sand	6620	Bldg Repair	17.00	3939
		Genesee Lumber - tools and tube sand	6625	Equipment	24.99	3939
		Genesee Lumber - tow kit for truck and trailer	1001	Checking	0.00	3939
		Genesee Lumber - tow kit for truck and trailer	6610	Equip Repair	36.99	3939



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
		Genesee Lumber - truck supplies	1001	Checking	0.00	3939
		Genesee Lumber - truck supplies	6620	Bldg Repair	9.59	3939
		Genesee Lumber - tubing for chemical feed machine	1001	Checking	0.00	3939
		Genesee Lumber - tubing for chemical feed machine	6620	Bldg Repair	5.32	3939
		Google Play - Layer 3 Data Log	1001	Checking	0.00	3939
		Google Play - Layer 3 Data Log	6140	Prof Computer	10.79	3939
		Harbor Freight - tools and tool bag	1001	Checking	0.00	3939
		Harbor Freight - tools and tool bag	6620	Bldg Repair	8.99	3939
		Harbor Freight - tools and tool bag	6625	Equipment	68.97	3939
		Harbor Freight - Truck tools	1001	Checking	0.00	3939
		Harbor Freight - Truck tools	6625	Equipment	83.96	3939
		Lowes - Lakeville plant supplies	1001	Checking	0.00	3939
		Lowes - Lakeville plant supplies	6620	Bldg Repair	58.62	3939
		NAPA - Adams Road Pump Station	1001	Checking	0.00	3939
		NAPA - Adams Road Pump Station	6620	Bldg Repair	73.68	3939
		NAPA - oil	1001	Checking	0.00	3939
		NAPA - oil	6420	Vehicle Maint	13.96	3939
		NAPA - oil for compressor	1001	Checking	0.00	3939
		NAPA - oil for compressor	6610	Equip Repair	34.98	3939
		NAPA - Vac truck	1001	Checking	0.00	3939
		NAPA - Vac truck	6420	Vehicle Maint	1.38	3939
		TCC - phone charger	1001	Checking	0.00	3939
		TCC - phone charger	6610	Equip Repair	50.99	3939
		Tractor Supply - Boxes for truck	1001	Checking	0.00	3939
		Tractor Supply - Boxes for truck	6620	Bldg Repair	79.98	3939
		Tractor Supply - Diesel equipment	1001	Checking	0.00	3939
		Tractor Supply - Diesel equipment	6610	Equip Repair	47.96	3939
		USPS - postage	1001	Checking	0.00	3939
		USPS - postage	6810	Postage	33.43	3939
		USPS - postage certified	1001	Checking	0.00	3939
		USPS - postage certified	6810	Postage	76.60	3939
		USPS - postage for grant applications	1001	Checking	0.00	3939
		USPS - postage for grant applications	6810	Postage	6.36	3939
		Vincenza's Pizza - Training meeting	1001	Checking	0.00	3939
		Vincenza's Pizza - Training meeting	6840	Travel/Traing	63.11	3939
		Water Environment Fed - water manual	1001	Checking	0.00	3939
		Water Environment Fed - water manual	6840	Travel/Traing	119.99	3939
		Wegmans - Training Meeting	1001	Checking	0.00	3939
		Wegmans - Training Meeting	6840	Travel/Traing	38.89	3939
		Transaction Total			<u>2,547.38</u>	

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Livingston County WSA
Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
From 8/1/2023 Through 8/31/2023

Vendor Name	Pmt Date	Transaction Description	GL Code	GL Short Title	Expenses	Check #
Total Chase Card Services					2,547.38	
City Treasurer, Rochester, NY	8/2/2023	05/26/23-06/29/23	1001	Checking	0.00	3894
		05/26/23-06/29/23	6510	Water Purch	34,560.60	3894
	Transaction Total				34,560.60	
Total City Treasurer, Rochester, NY					34,560.60	
Clark Patterson Lee	8/2/2023	04/29/23 - 06/30/23 Hemlock Sewer	1001	Checking	0.00	3895
		04/29/23 - 06/30/23 Hemlock Sewer	6125	Project Enginee	3,900.00	3895
	8/16/2023	P31475, 2023 Sewer Collection Improvements	1001	Checking	0.00	3941
		Professional Services 07/01/22-07/29/22		Checking	0.00	
		Professional Services 07/01/22-07/29/22	6899	Prior Year expe	5,310.00	3941
Transaction Total				9,210.00		
Total Clark Patterson Lee					9,210.00	
Colacino Industries Inc	8/2/2023	Hemlock water system repair	1001	Checking	0.00	3896
		Hemlock water system repair	6310	Outside O&M	18,836.10	3896
	8/16/2023	Network modem monitoring 09/01/23 - 09/30/23	1001	Checking	0.00	3942
		Network modem monitoring 09/01/23 - 09/30/23	6230	Telephone	580.00	3942
Transaction Total				19,416.10		
Total Colacino Industries Inc					19,416.10	
Commercial Automotive	8/2/2023	Inspection 2022 Ford BF5692, vin 7084	1001	Checking	0.00	3897
		Inspection 2022 Ford BF5692, vin 7084	6420	Vehicle Maint	10.00	3897
		Inspection 2022 Ford BF5693, vin 6942	1001	Checking	0.00	3897
		Inspection 2022 Ford BF5693, vin 6942	6420	Vehicle Maint	10.00	3897
	8/16/2023	2 tires and oil change, BE1201 vin 0161-includes credit	1001	Checking	0.00	3943
		2 tires and oil change, BE1201 vin 0161-includes credit	6420	Vehicle Maint	335.75	3943
		oil change and tire rotation BF9924, vin 3292	1001	Checking	0.00	3943
		oil change and tire rotation BF9924, vin 3292	6420	Vehicle Maint	54.99	3943
		Oil change, NYS inspection, tire rotation BA6485, vin 8067	1001	Checking	0.00	3943
		Oil change, NYS inspection, tire rotation BA6485, vin 8067	6420	Vehicle Maint	75.99	3943
		Transaction Total				486.73



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
Total Commercial Automotive					486.73	
Complete Payroll	8/18/2023	PR 17 (7/30/23-8/12/23)	1001	Checking	0.00	ACH001
		PR 17 (7/30/23-8/12/23)	5010	Wages	40,845.93	ACH001
		PR 17 (7/30/23-8/12/23)	5020	Overtime	733.87	ACH001
		PR 17 (7/30/23-8/12/23)	5030	FICA	3,355.28	ACH001
		PR 17 (7/30/23-8/12/23)	5070	Unemployment	54.78	ACH001
		PR 17 (7/30/23-8/12/23)	6130	Financial	107.27	ACH001
	8/4/2023	PR 16 (7.16.23-7.29.23)	1001	Checking	0.00	ach003
		PR 16 (7.16.23-7.29.23)	5010	Wages	41,092.14	ach003
		PR 16 (7.16.23-7.29.23)	5020	Overtime	535.71	ach003
		PR 16 (7.16.23-7.29.23)	5030	FICA	3,355.04	ach003
		PR 16 (7.16.23-7.29.23)	5070	Unemployment	87.37	ach003
		PR 16 (7.16.23-7.29.23)	6130	Financial	200.02	ach003
		Transaction Total			90,367.41	
Total Complete Payroll					90,367.41	
Constellation NewEnergy, Inc	8/16/2023	06/26/23 - 07/25/23	1001	Checking	0.00	3944
		06/26/23 - 07/25/23	6210	Electric	16,762.11	3944
		Transaction Total			16,762.11	
Total Constellation NewEnergy, Inc					16,762.11	
Core and Main LP	8/16/2023	Lattimer Road Curb, saddles, connectors	1001	Checking	0.00	3945
		Lattimer Road Curb, saddles, connectors	6640	Cust Install	2,599.92	3945
		Lattimer Road Water service parts	1001	Checking	0.00	3945
		Lattimer Road Water service parts	6640	Cust Install	328.47	3945
		Supplies	1001	Checking	0.00	3945
		Supplies	6620	Bldg Repair	87.00	3945
		Transaction Total			3,015.39	
Total Core and Main LP					3,015.39	
CSEA Employee Benefit Fund De...	8/23/2023	Dental and Vision 09/01/23 - 09/30/23	1001	Checking	0.00	3963
		Dental and Vision 09/01/23 - 09/30/23	2050	A/P Payroll	611.91	3963
		Dental and Vision 09/01/23 - 09/30/23	5050	Health	1,023.45	3963
		Transaction Total			1,635.36	
Total CSEA Employee Benefit Fu...					1,635.36	
CSEA, Inc	8/2/2023	Vision and Dental 08/01/23-08/31/23	1001	Checking	0.00	3898
		Vision and Dental 08/01/23-08/31/23	2050	A/P Payroll	611.90	3898
		Vision and Dental 08/01/23-08/31/23	5050	Health	1,023.46	3898
		Transaction Total			1,635.36	



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
		Transaction Total			<u>1,635.36</u>	
Total CSEA, Inc					1,635.36	
Excellus Health Plan-Group	8/2/2023	08/01/23-08/31/23	1001	Checking	0.00	3899
		08/01/23-08/31/23	2050	A/P Payroll	2,037.07	3899
		08/01/23-08/31/23	5050	Health	28,705.94	3899
	8/23/2023	09/01/23 - 09/30/23	1001	Checking	0.00	3964
		09/01/23 - 09/30/23	2050	A/P Payroll	2,037.07	3964
		09/01/23 - 09/30/23	5050	Health	<u>28,705.94</u>	3964
		Transaction Total			<u>61,486.02</u>	
Total Excellus Health Plan-Group					61,486.02	
F.W. Webb	8/2/2023	Hydrant part	1001	Checking	0.00	3903
		Hydrant part	6620	Bldg Repair	109.88	3903
	8/16/2023	Meter Pit supplies	1001	Checking	0.00	3949
		Meter Pit supplies	6640	Cust Install	<u>2,599.25</u>	3949
		Transaction Total			<u>2,709.13</u>	
Total F.W. Webb					2,709.13	
Fineline Pipeline, Inc	8/2/2023	Adams Road Pump Station repair	1001	Checking	0.00	3900
		Adams Road Pump Station repair	6310	Outside O&M	20,756.01	3900
		Wilkins Tract repair	1001	Checking	0.00	3900
		Wilkins Tract repair	6310	Outside O&M	11,600.00	3900
	8/16/2023	Sewer Lateral - Livonia Bus Garage	1001	Checking	0.00	3947
		Sewer Lateral - Livonia Bus Garage	6305	Water/Sewer Ins	19,723.00	3947
		Transaction Total			<u>52,079.01</u>	
Total Fineline Pipeline, Inc					52,079.01	
Five Corners Repair	8/2/2023	Lakeville Compactor Fabricated part	1001	Checking	0.00	3901
		Lakeville Compactor part	6310	Outside O&M	<u>971.25</u>	3901
		Transaction Total			<u>971.25</u>	
Total Five Corners Repair					971.25	
Ford, Dan & Shirley	8/16/2023	Credit balance - 12785 4795 ELR lot 29	1001	Checking	0.00	3948
		Transaction Total			<u>0.00</u>	
Total Ford, Dan & Shirley					0.00	
Frontier Communications	8/2/2023	07/16/23-08/15/23	1001	Checking	0.00	3902
		07/16/23-08/15/23	6230	Telephone	<u>159.68</u>	3902
		Transaction Total			<u>159.68</u>	
Total Frontier Communications					159.68	



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
Genesee Valley Boces	8/16/2023	CDL Class - Trevor Frazier	1001	Checking	0.00	3950
		CDL Class - Trevor Frazier	6840	Travel/Traing	<u>4,800.00</u>	3950
		Transaction Total			<u>4,800.00</u>	
Total Genesee Valley Boces					4,800.00	
GHD Services Inc	8/2/2023	P31148 07/01/23 - 07/29/23	1001	Checking	<u>0.00</u>	3904
				Transaction Total	<u>0.00</u>	
Total GHD Services Inc					0.00	
Holland Company	8/16/2023	Chemicals	1001	Checking	0.00	3952
		Chemicals	6620	Bldg Repair	<u>3,335.00</u>	3952
		Transaction Total			<u>3,335.00</u>	
Total Holland Company					3,335.00	
Jackson Welding Supply Co Inc	8/2/2023	Cylinder Rental	1001	Checking	0.00	3906
		Cylinder Rental	6620	Bldg Repair	<u>43.43</u>	3906
		Transaction Total			<u>43.43</u>	
Total Jackson Welding Supply Co...					43.43	
Layer 3 Technologies	8/16/2023	P31131, fiber cable	1001	Checking	<u>0.00</u>	3953
				Transaction Total	<u>0.00</u>	
Total Layer 3 Technologies					0.00	
Lifetime Benefit Solution	8/9/2023	Lifetime Ben Sol	1001	Checking	0.00	ACH
		Lifetime Ben Sol	6310	Outside O&M	525.00	ACH
	8/30/2023	August Lifetime Benefit Dist	1001	Checking	0.00	ACH002
		August Lifetime Benefit Dist	2050	A/P Payroll	93.50	ACH002
	8/15/2023	Lifetime Benefit Monthly	1001	Checking	0.00	ACH003
		Lifetime Benefit Monthly	6130	Financial	75.00	ACH003
	8/30/2023	Additional ACH Lifetime Benefits	1001	Checking	0.00	ACH004
		Additional ACH Lifetime Benefits	2050	A/P Payroll	60.00	ACH004
	Transaction Total			<u>753.50</u>		
Total Lifetime Benefit Solution					753.50	
Livingston Co Treasurer	8/2/2023	Retiree Health Insurance 07/01/23-07/31/23	1001	Checking	0.00	3907
		Retiree Health Insurance 07/01/23-07/31/23	5048	Retiree Health	<u>2,036.30</u>	3907
		Transaction Total			<u>2,036.30</u>	
Total Livingston Co Treasurer					2,036.30	
Molino, Jason	8/2/2023	Cell phone allowance 08/01/23-08/31/23	1001	Checking	0.00	3908



Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
		Cell phone allowance 08/01/23-08/31/23	6230	Telephone	50.00	3908
		Transaction Total			<u>50.00</u>	
Total Molino, Jason					50.00	
Monaghan, Lauren	8/2/2023	Cell phone allowance 08/01/23 - 08/31/23	1001	Checking	0.00	3909
		Cell phone allowance 08/01/23 - 08/31/23	6230	Telephone	50.00	3909
		Transaction Total			<u>50.00</u>	
Total Monaghan, Lauren					50.00	
Monroe County DES Division of ...	8/16/2023	sludge water treatment 07/01/23 - 07/31/23	1001	Checking	0.00	3955
		sludge water treatment 07/01/23 - 07/31/23	6325	Sludge Hauling	4,195.80	3955
		Transaction Total			<u>4,195.80</u>	
Total Monroe County DES Divisi...					4,195.80	
Monroe County Water Authority	8/16/2023	06/30/23 - 07/31/23	1001	Checking	0.00	3954
		06/30/23 - 07/31/23	6515	Purchased Water	14,838.50	3954
		Transaction Total			<u>14,838.50</u>	
Total Monroe County Water Auth...					14,838.50	
Morsch Pipeline, Inc	8/2/2023	Asphalt repairs to 28 Pine Tree MHP	1001	Checking	0.00	3910
		Asphalt repairs to 28 Pine Tree MHP	6310	Outside O&M	1,440.00	3910
		Transaction Total			<u>1,440.00</u>	
Total Morsch Pipeline, Inc					1,440.00	
MW Controls, Inc	8/2/2023	Adams Road Pump Station Repair	6310	Outside O&M	0.00	
		Brians USA Diner Repairs		Outside O&M	<u>0.00</u>	
		Transaction Total			<u>0.00</u>	
Total MW Controls, Inc					0.00	
National Grid	8/2/2023	06/23/23-07/25/23	1001	Checking	0.00	3911
		06/23/23-07/25/23	6210	Electric	12,100.52	3911
		Transaction Total			<u>12,100.52</u>	
Total National Grid					12,100.52	
NYS Employees Retirement Syst...	8/18/2023	PR 17 (7/30/23-8/12/23) & Aug Employee Retire	1001	Checking	0.00	ACH002

Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023

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Vendor Name	Pmt Date	Transaction Description	GL Code	GL Short Title	Expenses	Check #
		PR 17 (7/30/23-8/12/23) & Aug Employee Retire	2050	A/P Payroll	1,560.33	ACH002
		Transaction Total			<u>1,560.33</u>	
Total NYS Employees Retirement...					1,560.33	
NYS Deferred Compensation Plan	8/18/2023	PR 17 (7/30/23-8/12/23)	1001	Checking	0.00	ACH003
		PR 17 (7/30/23-8/12/23)	2050	A/P Payroll	1,212.60	ACH003
	8/4/2023	PR 16 (7.16.23-7.29.23)	1001	Checking	0.00	ach004
		PR 16 (7.16.23-7.29.23)	2050	A/P Payroll	1,159.74	ach004
		Transaction Total			<u>2,372.34</u>	
Total NYS Deferred Compensatio...					2,372.34	
NYSEG	8/2/2023	06/29/23 - 07/27/23	1001	Checking	0.00	3912
		06/29/23 - 07/27/23	6210	Electric	712.30	3912
		06/29/23 - 07/27/23	6220	Gas	915.80	3912
		Transaction Total			<u>1,628.10</u>	
Total NYSEG					1,628.10	
Peaks Electrical LLC	8/2/2023	P31131 Electrical work in Data Room	1001	Checking	0.00	3913
		Transaction Total			<u>0.00</u>	
Total Peaks Electrical LLC					0.00	
Penny Lane Printing	8/16/2023	05/01/23 - 07/31/23 Billing	1001	Checking	0.00	3956
		05/01/23 - 07/31/23 Billing	6310	Outside O&M	476.72	3956
		05/01/23 - 07/31/23 Billing	6810	Postage	3,306.87	3956
		05/01/23 - 07/31/23 Billing	6830	Advertising	157.35	3956
		Transaction Total			<u>3,940.94</u>	
Total Penny Lane Printing					3,940.94	
Rexal USA, InC	8/2/2023	P31455 Scada	1001	Checking	0.00	3914
		Transaction Total			<u>0.00</u>	
Total Rexal USA, InC					0.00	
Rochester Gas & Electric	8/2/2023	06/17/23-07/14/23	1001	Checking	0.00	3915
		06/17/23-07/14/23	6210	Electric	161.05	3915
		06/17/23-07/14/23	6220	Gas	251.20	3915
		Transaction Total			<u>412.25</u>	
Total Rochester Gas & Electric					412.25	
Sample News Group	8/2/2023	Legal notice - Service Unit Policy	1001	Checking	0.00	3916
		Legal notice - Service Unit Policy	6830	Advertising	47.91	3916
		Legal Notice - Smoke Testing Bid	1001	Checking	0.00	3916

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Livingston County WSA
Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
From 8/1/2023 Through 8/31/2023

Vendor Name	Pmt Date	Transaction Description	GL Code	GL Short Title	Expenses	Check #
		Legal Notice - Smoke Testing Bid	6830	Advertising	216.82	3916
		Transaction Total			<u>264.73</u>	
Total Sample News Group					264.73	
Selective Insurance Co of New Yo..	8/2/2023	5289 ELR Pump house Policy 0001526227	1001	Checking	0.00	3917
		5289 ELR Pump house Policy 0001526227	6150	Insurance	103.00	3917
		Transaction Total			<u>103.00</u>	
Total Selective Insurance Co of N...					103.00	
ServiceMaster	8/2/2023	0701/23 - 07/31/23	1001	Checking	0.00	3918
		0701/23 - 07/31/23	6360	Cleaning	300.00	3918
		Transaction Total			<u>300.00</u>	
Total ServiceMaster					300.00	
Siewert Equipment Company	8/2/2023	P31475 Pump Stators	1001	Checking	0.00	3919
		Transaction Total			<u>0.00</u>	
Total Siewert Equipment Company					0.00	
Sign Blazer	8/16/2023	Door Logo	1001	Checking	0.00	3957
		Door Logo	6310	Outside O&M	130.00	3957
		Transaction Total			<u>130.00</u>	
Total Sign Blazer					130.00	
Staples Contract & Commercial	8/2/2023	Paper for Billing	1001	Checking	0.00	3920
		Paper for Billing	6820	Office Sup	159.98	3920
		Transaction Total			<u>159.98</u>	
Total Staples Contract & Commer...					159.98	
The Bonadio Group	8/16/2023	Accounting Services 07/01/23 - 07/31/23	1001	Checking	0.00	3958
		Accounting Services 07/01/23 - 07/31/23	6130	Financial	290.00	3958
		Transaction Total			<u>290.00</u>	
Total The Bonadio Group					290.00	
The Diesel Shop	8/16/2023	DEF Sensor - 2021 Peterbilt dump truck, BD2179	1001	Checking	0.00	3946
		DEF Sensor - 2021 Peterbilt dump truck, BD2179	6420	Vehicle Maint	947.38	3946
		Transaction Total			<u>947.38</u>	

Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023



<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
Total The Diesel Shop					947.38	
Ti-Sales Inc	8/2/2023	Repair charges MRX	1001	Checking	0.00	3921
		Repair charges MRX	6310	Outside O&M	<u>562.50</u>	3921
		Transaction Total			<u>562.50</u>	
Total Ti-Sales Inc					562.50	
Tompkins Insurance Agencies, Inc	8/16/2023	08/18/22-08/18/23 underpayment	1001	Checking	0.00	3959
		08/18/22-08/18/23 underpayment	1700	Prepaid Exp	13.30	3959
		08/18/23-08/18/24	1001	Checking	0.00	3959
		08/18/23-08/18/24	1700	Prepaid Exp	<u>7,410.63</u>	3959
		Transaction Total			<u>7,423.93</u>	
Total Tompkins Insurance Agenci...					7,423.93	
Town of Avon	8/2/2023	04/23-23 - 07/26/23	1001	Checking	0.00	3922
		04/23-23 - 07/26/23	6510	Water Purch	<u>5,715.87</u>	3922
		Transaction Total			<u>5,715.87</u>	
Total Town of Avon					5,715.87	
Town of Livonia - highway Dept	8/2/2023	Fuel 04/01/23 - 06/30/23	1001	Checking	0.00	3923
		Fuel 04/01/23 - 06/30/23	6430	Gasoline	<u>10,384.57</u>	3923
		Transaction Total			<u>10,384.57</u>	
Total Town of Livonia - highway ...					10,384.57	
Underberg & Kessler	8/7/2023	Professional Services 04/01/23 - 04/30/23	1001	Checking	0.00	3885
		Professional Services 04/01/23 - 04/30/23	6110	Prof Legal	(715.00)	3885
		Professional Services 2012 EFC Refund 04/01/23 - 06/30/23	1001	Checking	0.00	3885
		Professional Services 2012 EFC Refund 04/01/23 - 06/30/23	6110	Prof Legal	(2,264.00)	3885
		Professional Services General Matters 06/01/23 - 06/30/23	1001	Checking	0.00	3885
		Professional Services General Matters 06/01/23 - 06/30/23	6110	Prof Legal	(1,017.50)	3885
	8/2/2023	Legal Services 04/01/23 - 06/30/23	1001	Checking	0.00	3924
		Legal Services 04/01/23 - 06/30/23	6110	Prof Legal	720.00	3924
		Transaction Total			<u>(3,276.50)</u>	
Total Underberg & Kessler					(3,276.50)	
US Geological Survey	8/2/2023	O & M of gage 10/01/22 - 09/30/23	1001	Checking	0.00	3926
		O & M of gage 10/01/22 - 09/30/23	6310	Outside O&M	<u>13,750.00</u>	3926

Livingston County WSA
 Vendor Activity - Cash Disbursements-board mtg-Operatg Exp overview
 From 8/1/2023 Through 8/31/2023



<u>Vendor Name</u>	<u>Pmt Date</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>GL Short Title</u>	<u>Expenses</u>	<u>Check #</u>
		Transaction Total			<u>13,750.00</u>	
Total US Geological Survey					13,750.00	
USA Blue Book	8/2/2023	Chlorine Residual Test Tubes	1001	Checking	0.00	3925
		Chlorine Residual Test Tubes	6620	Bldg Repair	<u>107.67</u>	3925
		Transaction Total			<u>107.67</u>	
Total USA Blue Book					107.67	
Verizon Wireless	8/16/2023	08/02/23 - 09/01/23	1001	Checking	0.00	3960
		08/02/23 - 09/01/23	6230	Telephone	<u>565.20</u>	3960
		Transaction Total			<u>565.20</u>	
Total Verizon Wireless					565.20	
Village of Avon	8/16/2023	05/01/23 - 08/31/23	1001	Checking	0.00	3961
		05/01/23 - 08/31/23	6520	Sewer Purch	<u>6,731.92</u>	3961
		Transaction Total			<u>6,731.92</u>	
Total Village of Avon					6,731.92	
Village of Lima	8/2/2023	Purchased Water Town of Lima	1001	Checking	0.00	3927
		Purchased Water Town of Lima	6510	Water Purch	<u>8,175.01</u>	3927
		Transaction Total			<u>8,175.01</u>	
Total Village of Lima					8,175.01	
Webster Szanyi LLP	8/16/2023	Legal Services 07/01/23 - 07/31/23	1001	Checking	0.00	3962
		Legal Services 07/01/23 - 07/31/23	6110	Prof Legal	<u>82.50</u>	3962
		Transaction Total			<u>82.50</u>	
Total Webster Szanyi LLP					82.50	
WW Grainger	8/2/2023	Time Delay Relay Switch	1001	Checking	0.00	3905
		Time Delay Relay Switch	6620	Bldg Repair	75.98	3905
	8/16/2023	Chlorine tubing for water stations	1001	Checking	0.00	3951
		Chlorine tubing for water stations	6620	Bldg Repair	22.00	3951
		Time delay relay switches	1001	Checking	0.00	3951
		Time delay relay switches	6620	Bldg Repair	<u>151.96</u>	3951
		Transaction Total			<u>249.94</u>	
Total WW Grainger					249.94	
Report Opening/Current Balance					<u> </u>	
Report Transaction Totals					<u>420,621.97</u>	

LCWSA OPERATIONS REPORT

September 20, 2023

Water and Sewer Work Program

Customer Work Orders	Staff completed 127 workorders, up 7 from last month.
UFPO	Staff completed 148 stakeouts, up 18 from last month.
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing was completed.

Water Work Program

Curb Box	staff replaced 2 curb boxes and rods
Hydrant repair/Valve repair	Staff repaired 2 hydrants along with 1- hydrant valve
Meter Replacement Program LCWSA .	The meter replacement program is going well. We have roughly 120 meters left to replace.

Sewer Work Program

Manhole Work	Staff is working in the Village of Livonia replacing manhole frames and covers
Sewer Lateral Repair	Staff repaired a sewer lateral and cleanout
New gas meter	We have purchased 2- new portable gas meters. We will be installing them in Manholes for a 1 week time frame to monitor the Hydrogen Sulfide gases.

LCWSA CAPITAL PROJECTS REPORT

September 20, 2023

31131 Countywide Water System Improvements - Phase 1 (ARS Water Main Ext + Grov. Sta Inter)

A punch list has been developed. CPL is working with Mw Controls to complete.

31138 Comprehensive SCADA System Evaluation

The final drawings for 11w have been completed. Staff has reviewed and approved.

31140 I&I Study (Smoke Testing + San Sewer Cleaning & Televising)

National Water main is looking to start early October smoke testing.

31142 Lakeville WWTP Upgrades - Phase 2 + UV

Blue Heron has a few items left on the punch list to complete. Heat exchanger is up and running.



September 17, 2023

Jason Molino, Executive Director
Livingston County Water & Sewer Authority
1997 D'Angelo Drive
Lakeville, NY 14480

**RE: Conesus Lake Pump Station Improvements
Contract No. 1 – Pump Station 11W SCADA and Electrical Improvements
Recommendation of Contract Award**

Dear Jason:

Bids were opened for the Pump Station 11W SCADA and Electrical Improvements on June 26, 2023. The project includes various improvements including replacement of the pump station controls and SCADA, along with miscellaneous electrical improvements. A summary of the bid results is provided below.

The bid advertisement was advertised in the Livingston County News and several construction papers. We had seven (7) contractors make the required deposit and obtain the plans and specifications, of which only one (1) submitted a bid.

The single bidder was EYW Companies, LLC from Rochester, New York with a bid amount of \$138,000. Their bid also included the required LCWSA forms and EJCDC Qualifications Statement.

Due to budget constraints, together with the LCWSA and GHD, we have had several discussions with Curt McEntee (EYW) related to potential value engineering opportunities that will not only impact this project, but also the remaining 25 pump stations that are part of the Conesus Lake Pump Station Improvements. The primary saving was related to assisting EYW with finding a different electrical subcontractor, resulting in a saving of \$26,000 alone. Other savings were made with different panel configurations, alternate level devices, and changes to the manual transfer switch. All parties involved agreed to the changes, which results in total savings of \$48,095.

CPL has previous work experience with EYW Companies, LLC and Curt McEntee though other companies dating back 23 years. Their performance and quality of work is good and their willingness to collaborate and work as a team has been excellent.

Recommendation

CPL recommends awarding this EYW Companies, LLC in the amount of \$138,000. We also recommend the LCWSA approves Change Order No. 1 (enclosed), lowering the contract amount to \$89,905.

We have also enclosed the Notice of Award which will need to be signed and returned to our office. The Notice of Award will then be forwarded to the Contractor along with a copy of the Agreement and bonds for their execution. When returned, the executed Agreement will be sent to you for signature. This process generally takes two (2) weeks.



CPL looks forward to working with the Authority and the contractor to successfully complete this project. If you have any questions or require any additional information, please contact me at (585) 260-4970.

Very truly yours,

CPL

A handwritten signature in blue ink, appearing to read 'Eric C. Wies'.

Eric C. Wies, P.E.
Vice President

Enclosures



RESOLUTION NO. 2023 - 38

RESOLUTION AWARDING A BID FOR CONESUS LAKE PUMP STATION IMPROVEMENTS CONTRACT NO. 1 – PUMP STATION 11W SCADA AND ELECTRICAL IMPROVEMENTS

WHEREAS, after proper legal advertisement for bids for Conesus Lake Pump Station Improvements Contract No. 1 – Pump Station 11W SCADA and Electrical Improvements, one (1) bid were received, then publicly opened and read aloud on June 26, 2023, and

WHEREAS, Clark Patterson Lee has completed a review of the bids and has assembled a bid review letter, dated September 17, 2023, and


WHEREAS, EYW Companies, LLC, having an address of 274 Bridgewood Drive, Rochester, NY 14612 has been identified as the lowest, responsible, responsive bidder with a total bid amount of \$138,000, and

WHEREAS, The Livingston County Water & Sewer Authority (“Authority”) staff, Clark Patterson Lee, GHD and EYW Companies, LLC reviewed the bid and specifications and identified several changes that would result in a decrease in total project costs to \$89,905; and

WHEREAS, the Livingston County Water & Sewer Authority Board has reviewed the bid review letter and accepts the recommendation of award, now therefore be it,

RESOLVED, that the Authority Board hereby authorizes the Executive Director to sign a contract with EYW Companies, LLC for the SCADA and electrical improvements for the Conesus Lake Pump Station Improvements Contract No. 1 – Pump Station 11W SCADA and Electrical Improvements in the amount of \$89,905, subject to review by the Authority Attorney.

September 20, 2023
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:

To: Livingston County Water and Sewer Authority Board
From: Jason Molino, Executive Director 
Date: September 11, 2023
Subject: Budget Adjustments

1. Action Requested:

Board action approving budget adjustments for the 2023 budget.

2. Background:

Sludge Hauling

As part of the Lakeville WWTP Phase 2 upgrades, the digester cover removal and inspection and heat exchanger replacement were part of planned upgrades related to the project. As a result of both upgrades, the treatment process within the digesters was suspended and liquid sludge was hauled for treatment to another wastewater treatment facility.

Currently both digester covers have been restored and a heat exchanger has been installed and operational. However, the estimated downtime was significantly exceeded due to equipment and installation delays. As a result, sludge from the clarifiers were pumped daily to the sludge storage tank for holding and ultimately removed offsite. In addition, the sludge storage tank already had high levels of existing sludge, requiring additional and unplanned hauling. In total, between cleaning out the existing sludge in the storage tank and newly generated sludge, the Authority was required to haul 836,000 gallons of liquid sludge off site. As of August 16th, the Authority has paid \$102,000 for liquid sludge hauling and \$54,000 for liquid sludge treatment.

In addition, the Authority is required to haul away dried sludge which is a byproduct of the final stage of treatment. This year the Authority has hauled over 271 tons of dried sludge equaling \$30,000. The Authority has not hauled dried sludge in over 2 years.

In total, as of August 16th, the Authority has spent \$186,000 on liquid and dried sludge hauling and disposal. The 2023 adopt budget allocated \$25,000 for sludge hauling.

Currently the heat exchanger is working as designed and sludge is being treated within the digesters to be later poured into the drying beds. However, the sludge holding tank still has several feet of sludge remaining that will need to be hauled away for treatment, as it can not be reintroduced to the current treatment process.

It is expected that the Authority will have another \$15,000-\$25,000 of cost related to the remaining sludge to be hauled and removed from the sludge storage tank prior to the end of the year.

Environmental Facilities Corporation (“EFC”) Engineering Planning Grant (“EPG”)

In 2022 the Authority received a \$100,000 grant from EPG program to continue efforts to locate and eliminate sources of inflow and infiltration (I&I). This funding will allow the Authority to build on the success of prior I&I initiatives that were funded in 2019 and 2021. This planning initiative will focus on the sewer collection system that serves the area surrounding Conesus Lake. The collection system is comprised of infrastructure dating back to the late 1970s and has experienced high levels of I&I resulting in overflows and reduced collection system capacity. The high levels of I&I also result in inefficient levels of treatment at the Lakeville WWTP, which discharges to the Conesus Lake Watershed.

In August 2023 the project was competitively bid and the Authority Board awarded the project in the amount of \$129,435. This will require a local match of \$29,435 for the project.

3. Financial Implications:

It is recommended that both expenditures, the additional costs related to sludge hauling and local match for the I&I initiative be supported by funds from the Authority’s Unallocated Cash Balance. In reviewing the Unallocated Cash Balance over the last 12 to 24-month period, the balance can fluctuate mostly due to large capital expenditures as they relate to the Lakeville WWTP and County Wide Water Improvement upgrades. However, the cash balance on off months has adequate resources to support these one-time expenditures. In general, unallocated cash remains relatively high, around \$1M, particularly during months with no accounts receivable or accounts payable due to these capital projects. While it’s never desirable to have unexpected expenditures related to a project, such as sludge removal, the Authority has the financial resources to absorb these expenditures.



RESOLUTION NO. 2023 - 39

RESOLUTION APPROVING ADJUSTMENTS TO THE 2023 BUDGET

WHEREAS, the Livingston County Water & Sewer Authority (“Authority”) has budget adjustments to the 2023 Budget; and

WHEREAS, the Authority is completing upgrades to the Lakeville Wastewater Treatment Plant that include the removal and inspection of both digester covers and replacement of the heat exchanger, both of which required the temporary suspension of the treatment process at the facility; and

WHEREAS, these upgrades and suspension of the treatment process required the Authority to transport and haul liquid sludge for disposal to another facility increasing expenditures for sludge hauling greater than the 2023 adopted budget; and

WHEREAS, the Authority has received a grant from the Environmental Facilities Corporation (“EFC”) Engineering Planning Grant (“EPG”) Program through the Consolidated Funding Application (“CFA”) Round 12 Initiative in the amount of \$100,000 for smoke testing of portions of the Lakeville Collection System; and

WHEREAS, On August 16, 2023 the Authority Board passed Resolution No. 2023-34 awarding a bid for smoke testing in the amount of \$129,435; and

WHEREAS, these budget adjustments require the use of funds from the Authority’s Unallocated Cash Balance and the 2023 budget to be adjusted, now therefore be it,


RESOLVED, On the recommendation of Authority staff, the Executive Director is hereby directed to make the following budget adjustments for the fiscal year 2023:

BUDGET ADJUSTMENT

	<u>GL Code</u>	<u>Description</u>	<u>Increase/Adjust Budget</u>
Revenue	9110	Grant Revenue	\$100,000
Expenditure	6300	Project Exp.	\$129,435
	6325	Sludge Hauling	\$190,000

September 20, 2023
 Livingston County Water & Sewer Authority
 Moved By:
 Seconded By:
 AYES:
 NAYS:

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: September 8, 2023

Subject: Town of Leicester Water Lease Agreement

1. Action Requested:

Board approval to execute the Lease Agreement with the Town of Leicester to operate and maintain the Town of Leicester water system.

2. Background:

Town of Leicester currently owns various water distribution systems within the limits of the Town, which include water transmission mains, a water storage tank, fire hydrants, valves, water services, and water meters that serve the Town's Cuylerville Water District, Rt. 36 Water District and water customers along Caledonia Rd. within the Town.

Over the past several years, the Authority has developed a positive working relationship with the Town regarding water system administration and operations. In 2021, through an intermunicipal agreement, the Authority started performing various meter reading, billing and collection services for the Town, relative to the Town's newly formed Rt. 36 Water District. In 2022 the Authority provided meter installation services for all Town water customers as well as meter reading, billing and collection services for the Town's Cuylerville Water District (in addition to the Route 36 Water District). In 2023, the Authority aided Town staff by monitoring water loss and providing administrative support for minimizing water loss throughout the Town's water system.

As a result, the Town has determined that it is in the best interest of its residents to lease the Town water system to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents.

On August 15th the Town of Leicester held its public hearing on the proposed Lease Agreement (see attached) and at their September 19th Town Board meeting the Town Board will be considering a resolution to execute the Lease Agreement subject to public notice and permissive referendum. Assuming the Town Board executes the Lease Agreement it is recommended that the Authority Board execute the Lease Agreement at its September 20th Board meeting. Should there be no objection to the lease through a permissive referendum, the Authority would then take over operation and maintenance responsibilities of the Town water system effective November 1, 2023.

3. Financial Implications:

The proposed Lease Agreement is similar to existing agreements the Authority has with other municipalities. While there are a few terms that are different in the proposed agreement when compared to others, they are not considered material. The term differences include the following:

- a. The water rate will be set at \$37/unit and \$6.25/1,000 gallons November 1, 2023.
- b. Commencing November 1, 2024 and each year thereafter until January 1, 2029, the Authority may increase such rate by not more than four percent (4%) over the prior year.
- c. Any project or improvement costing more than \$10,000.00 shall be a capital expense and the Town shall be responsible for paying for or to reimburse the Authority for the full cost of any such capital expenses.
- d. The agreement provides for the Authority to collect a debt charge per the Town's request and remit all revenue back to the Town for payments related to a settlement agreement the Town has with the Village of Leicester regarding prior water services.

The Authority has similar rate language restricting the annual increase in water rate to no more than 4% in the Village of Livonia water lease agreement. This, however, has been balanced by any capital costs being borne by the Town, not the Authority.

Should the lease be executed, the Town of Leicester water system will be included in the 2024 budget.

LEASE AGREEMENT
between the
LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
and the
TOWN OF LEICESTER

This Agreement entered into as of September __, 2023, by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation (the "Authority"), having an office at 1997 D'Angelo Drive, Lakeville, New York and the **Town of Leicester**, a municipal corporation on its own behalf (the "Town"), having an office at 132 Main St, Leicester, NY 14481.

WHEREAS, the Authority was created by state legislation (See NYS Public Authorities Law §1199-CCCC) for the express purpose of providing water and sewer services within Livingston County, New York; and

WHEREAS, the Authority has expertise in the operation of water distribution systems and sewer treatment and distribution systems; and

WHEREAS, the Town and Authority entered into an Intermunicipal Services Agreement ("IMA"), dated July 21, 2021, whereby the Authority and Town agreed that the Authority would provide various meter reading, billing and collection services for the Town, relative to the Town's newly formed Rt. 36 Water District; and

WHEREAS, the Town and Authority amended the IMA between the parties, on or around June 21, 2022, for the Authority to provide meter installation services for all Town water customers and to provide meter reading, billing and collection services for the Town's Cuylerville Water District (in addition to the Route 36 Water District). Such additional meter reading, billing and collection services were to be provided under the same terms as set forth in the IMA; and

WHEREAS, the Town currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, a water storage tank, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements that serve the Town's Cuylerville Water District, Rt. 36 Water District and water customers along Caledonia Rd. within the Town (the "System"). The detailed improvements that comprise the System are set forth in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents; and

WHEREAS, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198 12. (b); and

WHEREAS, the Authority has determined that it is in furtherance of its legislative purpose (to provide water and sewer services within Livingston County) to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

WHEREAS, the Authority has the power to acquire leasehold interest in, and to operate the Town's System pursuant to NYS Public Authorities Law §1199-DDDD; and

WHEREAS, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served by the System, under the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Lease of Facilities; Commencement Date.

1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Town hereby leases to the Authority, subject to the terms and conditions of this Agreement, the entire System, together with any replacements, additions, betterments and improvements that may hereafter be furnished and installed during the Term of this Agreement and including any interests in real property. It is specifically understood and agreed to by the parties that the Authority shall have no right to any revenue of the Town generated by the Tarpon Towers cellular tower lease that encumbers the Town's water tank parcel.

1.2 For purposes of this Agreement the "Commencement Date" shall be November 1, 2023, unless a different date is mutually agreed upon in writing by the Town and the Authority.

2. Rights and Obligations of the Authority. The Authority shall have the following rights and obligations with respect to the System as of the Commencement Date:

2.1 The Authority shall have the right to use the System for the transmission of water to serve its current and future wholesale and retail customers within the Authority water delivery infrastructure region, including but not limited to the System, without the imposition of any rental or other charges by the Town.

2.2 The Authority shall have the right to provide for the connection of users to the System during the term of the Agreement. All connection and other fees paid by users who are connected to the System shall be paid to and be the property of the Authority, except as otherwise provided herein.

2.3 The Authority shall operate, maintain, and repair the System, and any

portions or extensions thereof. Maintenance and repair by the Authority as referred to in this Agreement shall be defined as a project which costs the sum of \$10,000.00 or less. Any project or improvement costing more than \$10,000.00 shall be considered to be a capital expense and the Town shall be responsible to pay for or to reimburse the Authority for the full cost of any such capital expenses. Notwithstanding the foregoing, any costs for maintenance and/or repair resulting from the use by the Town of materials or equipment that do not meet the minimum specifications of the Authority shall be borne solely by the Town, unless such deficiencies could have been discovered by reasonable due diligence exercised by the Authority prior to entering into this Agreement.

After December 31, 2028, the Authority shall operate, maintain, repair and replace the System, and any portions or extensions thereof, at its own cost and expense and at its own discretion.

- 2.4 Effective November 1, 2023, the Authority shall sell water to the customers of the System at a retail rate not to exceed \$37.00 per unit per quarter and \$6.25 per 1,000 gallons consumed. The Authority shall assign units based on the Authority Service Unit Policy then in effect and amended from time to time by the Authority.
 - 2.4.1 Commencing November 1, 2024 and each year thereafter until January 1, 2029, the Authority may increase such rate by not more than four percent (4%) over the prior year. A rate increase shall be determined by the percentage increase of the unit rate and the percentage increase of the volumetric rater per 1,000 gallons consumed (Example: $(\$37 \times 4\% = \38.48 and $\$6.25 \times 4\% = \6.50 per 1,000 consumed). The only exception to the above rate increase restriction is if the wholesale water rate from the Town of York or the Village of Leicester increases in excess of that 4%, in which case the Authority shall be permitted to increase its charges to not higher than 4% in addition to the new wholesale water rate it receives from the Town of York and/or Village of Leicester.
 - 2.4.2 Commencing January 1, 2029, the above rate restrictions terminate and the Authority may charge the customers of the System within the Town in keeping with the Authority Rate Schedule then in effect and amended from time to time by the Authority.
- 2.5 Pursuant to §1199-MMMM of the NYS Public Authorities Law and §406 of the NYS Real Property Tax Law (to the extent applicable pursuant to §89-L of the NYS Public Service Law), the Authority shall not be required to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or upon the System, since the use of the System is a public use.
- 2.6 The Authority shall have the right, at its own cost and discretion, to install additional facilities within the System as the Authority deems necessary or advisable to better serve its customers. Legal title to any facilities installed to the System by the Authority, shall be and remain in the

Authority, unless at the time of expiration or termination of this Agreement, the Town and Authority agree to terms (pursuant to Section 6.3) under which the Town purchases from the Authority the additional facilities which would otherwise be the property of the Authority.

- 2.7 The Authority shall at all times maintain casualty and liability insurance coverage on the System and shall at the request of the Town, add the Town as an additional insured with regard to such insurance coverage.

3. Rights and Obligations of the Town. The Town shall have the following rights and obligations pursuant to this Agreement:

- 3.1 The Town, with the exception of future capital improvements and repair projects made to the System pursuant to Section 2.3, shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the System.
- 3.2 The Town shall not resell or redistribute water supplied from the Authority or through the System to any other municipality or any water districts or water customers, whether wholesale or retail, without the prior written consent of the Authority. In an emergency, the Authority will not unreasonably withhold such consent.
- 3.3 The Town shall assign to the Authority the benefit of all construction and/or service warranties that the Town may have from recent projects, except that the Town may retain a joint right to enforce any such warranties.
- 3.4 Town customers will be responsible for expenses related to future capital improvement and repair projects made to the System subject to the provisions of Section 2.3.
- 3.5 The Town shall remain responsible for payment of all existing debt service associated with the System (and each individual water district shall remain responsible for its own debt). This includes, but may not be limited to, any debt associated with the Settlement Agreement between the Town and Village of Leicester dated August 7, 2022 ("Settlement Agreement") regarding metered water between the Town and Village of Leicester. See Exhibit B.
 - 3.5.1 The Town will be responsible for notifying the Authority annually of the amount of debt charges/fees to be charged by the Authority to Town water customers. All debt charges/fees collected by the Authority will be remitted to the Town. The Authority shall not be responsible for ensuring the Town is generating adequate revenue from the debt charges/fees to meet the Town's obligations.
- 3.6 The Town shall have the right, upon reasonable notice and written request, to review all records of the Authority relating to water customers within the Town.

4. Supply of Water

- 4.1 It is understood and agreed that the Authority makes no guarantee as to pressure, quantity or continuity of water service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the carelessness, fault or neglect of the Authority, its agents, servants, employees, contractors, sub-contractors, and/or assigns. It is understood by and between the parties that notwithstanding the foregoing, the Authority shall be obligated to perform all water operation and maintenance services anticipated under this Agreement in a commercially prudent and professional manner, in keeping with industry standards associated with operators of public water supply systems.
- 4.2 In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Authority's sole discretion. In all cases, other than emergencies, the Authority shall give the Town written notice 48 hours prior to any shut-off or flow reduction. The Authority shall restore service and make water available as soon as it can reasonably do so.
- 4.3 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town and its customers shall be in accordance with and governed in all respects by this Agreement and the Authority's rules and regulations for the sale of water, and any changes, amendments or revisions thereof.

5. Collection of Water Charges

- 5.1 As of the Commencement Date, the Authority shall be responsible for providing water to the former customers of the Town, and such customers shall be considered customers of the Authority from the Commencement Date forward.
- 5.2 As of the Commencement Date, the Authority shall be entitled to collect and keep all fees, charges, assessments and claims (excepting as set forth in section 3.5.1) related to the former customers of the Town being served by the System related to water provided on or after the Commencement Date.
- 5.3 The parties acknowledge that as of the Commencement Date there are certain charges for water delivered to Town Customers prior to the Commencement Date that have not been paid by such customers and that would historically be collected through the Town's right to re-levy against the property taxes of such customers. Any re-levy for funds not paid, that

become due for water charges incurred after July 31, 2023, shall be the property of the Authority and the Town shall have no right to any credit, off-set or reimbursement for the same.

6. Term of Agreement

- 6.1 The Term of this Agreement will be for a period of 40-years from the Commencement Date.
- 6.2 This Agreement may be terminated by either party providing the other with not less than six (6) months written notice of its intent to terminate.
- 6.3 Upon the expiration of the Term or earlier termination pursuant to Section 6.2 above, unless the parties agree otherwise, the Authority shall return to the Town the System leased to it, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from the Authority any additional facilities installed during the lease Term by the Authority pursuant to Sections 2.6 herein. The value of such additional facilities shall be determined based on the lesser of the actual cost of such improvements, or the fair market value determined by a panel of three qualified appraisers, one chosen by the Authority, one chosen by the Town and the third to be chosen by the two appraisers engaged by the Authority and Town. If the Town desires to obtain such improvements, the Town shall pay the Authority in full for the determined value of the additional facilities at the termination of the lease Term.
- 6.4 Notwithstanding the provisions of Section 6.3, the Town shall not have the right to acquire from the Authority any water delivery infrastructure and appurtenant improvements owned by the Authority if such infrastructure and appurtenant improvements are used by the Authority to provide water services to other municipalities and/or customers, unless adequate provisions are made for continuing service to such municipalities and/or customers consistent with the Authority's contractual obligations. In the event this Agreement has expired or been terminated (pursuant to Section 6.2), and in the event that Town and Authority are not able to agree as to the price for such infrastructure and appurtenant improvements to be acquired by the Town, the Authority agrees to pay to the Town a reasonable fee (as determined by the Authority and the Town) for transmission through the System from such infrastructure and appurtenant improvements.
- 6.5 In the event that this Agreement expires or has been terminated (pursuant to Section 6.2) and the Town takes back the System leased hereunder, the Authority and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the other or the entering into of an agreement setting forth the rights for joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its

residents and the Authority will be able to use the facilities owned by the Town to meet the Authority's obligations to furnish water services to its customers. Such arrangement will address, as necessary, the rights of the Town and Authority to use the other's facilities, and the terms for such use. If the parties have failed to reach agreement six months before the date when the System is to be returned to the Town, the Authority and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

- 6.6 Notwithstanding the above provisions, should this Agreement expire or be terminated (pursuant to Section 6.2) and the Town takes back the System leased hereunder, in no event will the Town have to reimburse or pay the Authority for any infrastructure improvements to the System that have been paid for solely by the water customers within the Town of Leicester.

7. Miscellaneous

- 7.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to the Town shall be in accordance with and governed in all respects by Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, and any other applicable laws, rules or regulations, including reasonable rules and regulations of the Authority.
- 7.2 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.
- 7.3 This agreement may be amended or modified only by a subsequent written document executed by and parties hereto.
- 7.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.5 The Town represents and warrants to the Authority that it has taken all actions necessary or required to be taken by it, including any referendum necessary, and that the Town has full power and authority necessary to execute this agreement and perform in accordance with its terms.
- 7.6 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the System that would impede or affect the leasehold interest of the Authority as created hereunder.
- 7.7 The Town hereby agrees to indemnify and hold the Authority harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arose prior to the Commencement Date.

7.8 The Authority hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act or in any way associated with the System that arises after the Commencement Date and during the Term of this Agreement.

7.9 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

8. AKZO Settlement Funds

8.1 The Town will continue to advocate with the Livingston County Akzo Settlement Committee and Livingston County Board of Supervisors for use of Akzo Settlement funding to be focused on current and future Town System improvements. The Town of Leicester Board and Town Supervisor will proactively and affirmatively support the use of Akzo Settlement funds to support Authority initiatives that bring water to current Town of Leicester customers, potential future customers, as well make needed improvements to existing infrastructure.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**LIVINGSTON COUNTY WATER
AND SEWER AUTHORITY**

TOWN OF LEICESTER

By: _____
Jason Molino, Executive Director

By: _____
David Fanaro, Supervisor

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF LEASED IMPROVEMENTS

DRAFT

EXHIBIT B

SETTLEMENT AGREEMENT BETWEEN THE TOWN AND VILLAGE OF LEICESTER

DRAFT



RESOLUTION NO. 2023 - 40

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF LEICESTER AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY FOR THE TOWN OF LEICESTER WATER DISTRICTS

WHEREAS, the Livingston County Water and Sewer Authority (the "Authority") was created by state legislation (NYS Public Authorities Law §1199-CCCC) for the express purpose of providing water and sewer services within Livingston County, New York; and

WHEREAS, the Authority has expertise in the operation of water distribution systems and sewer treatment and distribution systems; and

WHEREAS, Town of Leicester (the "Town") currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, a water storage tank, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements that serve the Town's Cuylerville Water District, Rt. 36 Water District and water customers along Caledonia Rd. within the Town (the "System"); and

WHEREAS, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of the Town residents; and

WHEREAS, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198 12. (b); and

WHEREAS, the Authority has determined that it is in furtherance of its legislative purpose, to provide water and sewer services within Livingston County, to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

WHEREAS, the Authority has the power to acquire leasehold interest in, and to operate the Town's System pursuant to NYS Public Authorities Law §1199-DDDD; and

WHEREAS, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served by the System, under the terms and conditions specified in this Agreement;

WHEREAS, the Authority Attorney and Executive Director have reviewed the lease agreement, now therefore be it

RESOLVED, the Livingston County Water and Sewer Authority Board approves the lease agreement between the Town of Leicester and the Authority contingent upon the approval of the Town of Leicester Board, and further be it

RESOLVED, the Executive Director is authorized and directed to sign the agreement.

September 20, 2023


Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:

To: Livingston County Water and Sewer Authority Board
From: Jason Molino, Executive Director 
Date: September 11, 2023
Subject: Sublease Agreement – Vacuum Truck Storage

1. Action Requested:

Board action approving the execution of a Sublease Agreement for short-term storage for the vacuum truck.

2. Background:

This year the Authority acquired a vacuum truck through a Local Government Efficiency grant. The truck arrived in June and was immediately put into service. Due to the size of the truck (20'W x 40'L x 12'H), the Authority currently does not have a garage or storage space to properly store the vehicle. This is particularly important during the winter months when temperatures are below freezing, as the water lines and tank on the truck are susceptible to damage due to inclement weather.

Over the past several months, the staff have researched and evaluated several potential locations for temporary storage for the truck. Due to its size, there are limited options for climate-controlled facilities. The Piranha facility at Tec Drive in Avon, NY provides a 30'x 60' facility that is temperature controlled and easily secured.

As the Authority is beginning a long-term space needs assessment, which will include the evaluation of adequate garage space for the vacuum truck, a short-term solution is suggested to best protect the asset. The space a Piranha would meet this short-term need for storage.

3. Financial Implications:

There are limited facilities in the area that can house a piece of equipment as large as the vacuum truck. After researching several potential locations, none provided the security, climate control and easy access as the Piranha facilities. The proposed Sublease Agreement is a four (4) year agreement, starting November 1, 2023, with annual lease payments of \$7,200 (2024), \$10,800 (2025), \$12,000 (2026) and \$14,400 (2026). The lease provides the Authority with the option to prematurely terminate the lease with no penalty following the 24th month with 90-day prior notice. It is recommended the Authority execute the Sublease Agreement.



RESOLUTION NO. 2023 - 41

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN A SUBLEASE AGREEMENT WITH PIRANHA TEC DRIVE LLC

WHEREAS, The Livingston County Water and Sewer Authority (“Authority”) has acquired a vacuum truck for water and sewer operations; and

WHEREAS, The size of the vacuum truck exceeds any current garage and storage space owned by the Authority; and

WHEREAS, The Authority is currently evaluating long-term space needs, to include garage and storage space, however the Authority will need to acquire space in the short-term to properly store and safe keep the vacuum truck, especially during the winter months; and

WHEREAS, Piranha Tec Drive LLC, a New York limited liability company, having an address at 5665 Tec Drive, Avon, New York 14414 (“Landlord”), have adequate storage facilities to properly store the vacuum truck all year round; and

WHEREAS, After a search of existing facilities around Livingston County to find the best alternative for short-term storage and upon visiting the Landlord facility, it is recommended that the Authority execute a lease agreement for short-term storage for the vacuum truck; and, now therefore, be it,

RESOLVED, that the Livingston County Water and Sewer Authority Board hereby authorizes the Executive Director to sign any and all necessary Sublease Agreement documents with Piranha Tec Drive LLC, subject to review and approval by the Authority Attorney.

September 20, 2023

Livingston County Water & Sewer Authority


Moved By:

Seconded By:

AYES:

NAYS:

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: September 11, 2023

Subject: Crossing and Consent Agreement

1. Action Requested:

Board action approving the execution of a Crossing and Consent Agreement.

2. Background:

Currently the Authority holds an access easement agreement for property in the Town and Village of Caledonia for access to a water main that was installed in 2001 related to the development and implementation of an inactive hazardous waste disposal site remedial program for the Lehigh Valley Railroad Derailment Site. This included the design and construction of waterline extensions and appurtenances to make a public water supply available to residents whose existing private water supplies were adversely affected by conditions attributable to the railroad derailment.

The Authority current owns the infrastructure, which is managed by Monroe County Water Authority (“MCWA”), and the Authority has an easement on private property for a watermain related to the water improvements from this project.

CALEDONIA CSG LLC, (“Project Company”) has acquired interest in the property for which the Authority has an easement for the watermain and is in the process of developing a solar energy facility on and in the vicinity of the Authority’s easement. Project Company has requested access to cross the Authority’s easement in one location to support the solar energy facility.

After several discussions with the Authority Attorney and Project Company, a Crossing and Consent Agreement has been developed to provide Project Company with its requested access. In addition, Project Company has agreed to and conducted a pre-construction leak survey to ensure the existing infrastructure is in good working condition and will conduct a post-construction leak survey to confirm the existing infrastructure is in good working order after the solar facility installation. The Project Company will be responsible for remedying any leaks and/or breaks if found post-construction, as well as any damages to Authority property should they arise due to the construction and operation of the solar facility.

3. Financial Implications:

There are limited negative financial implications to the Authority for this agreement as the Project Company is required to maintain a commercial liability insurance policy and general liability insurance for use of the property naming the Authority as an additional insured. In addition, the Authority will receive a one-time payment of \$35,000 for said agreement.

It is recommended that the Board authorize the Crossing and Consent Agreement.

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

CONSENT AND CROSSING AGREEMENT

THIS CONSENT AND CROSSING AGREEMENT (this “**Agreement**”) is executed as of this ___ day of _____, 2023, by and between LIVINGSTON COUNTY WATER AND SEWER AUTHORITY, a New York public benefit corporation (“**Existing Easement Holder**”) whose address is 1997 D’Angelo Drive, Lakeville, NY 14480, and CALEDONIA CSG LLC, a New York limited liability company (“**Project Company**”) whose address is c/o Dimension Renewable Energy, 3050 Peachtree Road, 4th Floor Suite 460, Atlanta, GA 30305. Existing Easement Holder and the Project Company are sometimes referred to herein individually as a “**Party**”, and, collectively, as the “**Parties**”.

RECITALS

A. WHEREAS, Existing Easement Holder is the holder of the following: (i) that certain water main easement pursuant to and more particularly described in that certain Water Easement Agreement recorded on March 7, 2018 in Liber 1285 of Deeds, Page 1143 in the Public Records of the County of Livingston, State of New York; (ii) that certain water main easement pursuant to and more particularly described in that certain Water Easement Agreement recorded on March 7, 2018 in Liber 1285 of Deeds, Page 1152 in the Public Records of the County of Livingston, State of New York; and (iii) that certain water line easement pursuant to and more particularly described in that certain Water Line Easement recorded on March 9, 2004 in Liber 1127 of Deeds, Page 33 in the Public Records of the County of Livingston, State of New York (collectively, the “**Easements**” and which are attached hereto and incorporated herein as Exhibit 1) pursuant to which Existing Easement Holder operates certain water-related infrastructure, including underground water lines (the “**Existing Easement Facilities**”), and which Easements encumber a portion of that certain real property described in Exhibit A, attached hereto and incorporated herein (the “**Property**”). The Easements are further depicted on the Construction Drawings shown in Exhibit B, attached hereto and incorporated herein.

B. WHEREAS, Project Company is in the process of developing a solar energy facility on and in the vicinity of the Property (the “**Project**”), and may construct lines, structures, cables, conduits, improvements, transmission lines, access roads and other related facilities and equipment (collectively referred to as “**Solar Facility Improvements**”) on the Property for the purpose of accessing, constructing, repairing, modifying, operating and maintaining the Project. Project Company has acquired interest in the Property allowing for the foregoing uses (whether in fee, leasehold or easement) pursuant to certain deeds and lease and easement agreements over the Property, and, each of which (or a memorandum of which) will be (or have already been) recorded in the Public Records of the County of Livingston, State of New York (the “**County**”), including, without limitation, (i) that Ground Lease dated as of February 10, 2023 (the “**Lease**”) by and between Project Company and Dimension RE LLC, a Delaware limited liability company (“**Fee Owner**”), as evidenced by that certain Memorandum of Lease, dated February 10, 2023, and recorded February 16, 2023, in Liber 1303 of Deeds, Page 2061 in the Public Records of the County; (ii) that certain Access Easement Agreement, dated October 31, 2022, by and between Commodity Resource Corporation, a New York corporation (“**CRC**”), and Fee Owner, and recorded November 4, 2022 in Liber 1302 of Deeds, Page 2158; and (iii) that certain Easement Agreement dated August 22, 2002, by and between Jones Chemicals Inc. and CRC, and recorded August 29, 2002 in Liber 1079 of Deeds, Page 24, as further conveyed to Fee Owner by Bargain and Sale Deed dated October 26, 2022, recorded November 4, 2022 in Liber 1302 of Deeds, Page 2153 (collectively, the “**Solar Agreements**”).

C. WHEREAS, Existing Easement Holder is willing to expressly consent to Project Company's construction, access, operation, maintenance, use and related activities in connection with said Solar Facility Improvements on the Property, some of which Solar Facility Improvements may cross the Existing Easement Facilities, subject to certain conditions as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, including a one-time payment from Project Company to Existing Easement Holder of THIRTY-FIVE THOUSAND and NO/100THS (\$35,000.00) DOLLARS the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to Solar Facility Improvements. Existing Easement Holder hereby expressly consents to (a) the Solar Agreements (as the same may be amended or modified, so long as such amendments or modifications do not cause any impact to Existing Easement Holder's rights under the Easements or frustrate its ability to operate and maintain the Existing Easement Facilities); (b) the construction, repair, operation and maintenance of and access to the Solar Facility Improvements by Project Company in accordance with, and in the locations identified on, the design and construction drawings set forth in and depicted on Exhibit B, attached hereto and incorporated herein (the "**Construction Drawings**"); and (c) Project Company's access over and through the Easements and the Existing Easement Facilities in the locations identified on the Construction Drawings for purposes of ingress and egress to the Solar Facility Improvements and other activities related thereto. The Solar Facility Improvements that cross the Easements and the Existing Easement Facilities shall (i) only be located as shown in the Construction Drawings, unless otherwise approved in writing in advance by Existing Easement Holder, such approval not to unreasonably conditioned, withheld or delayed, and (ii) be constructed in all material respects in accordance with the construction requirements set forth in Exhibit C, attached hereto and incorporated herein.

2. Cooperation and Continued Right to Access and Maintain.

(a) Existing Easement Holder will reasonably cooperate with Project Company with respect to the installation of Solar Facility Improvements on the Property.

(b) In exercising its rights under this Agreement, Project Company will not unreasonably or materially interfere with Existing Easement Holder's use, possession, construction, operation, or maintenance of the Existing Easement Facilities and Existing Easement Holder may continue to repair, maintain, operate and construct the Existing Easement Facilities in accordance with the terms of the Easements.

(c) At all times through the Term of this Agreement, the Parties, their successors and assigns shall be obligated to provide to the other Party (and periodically update as necessary) relevant emergency contact information.

(d) Existing Easement Holder will at all times have complete access to its Existing Easement Facilities.

(e) Should Existing Easement Holder intend to complete any planned maintenance or non-emergency construction or repair to Existing Easement Facilities, it shall provide Project Company with written notice at least 24 hours in advance of such maintenance or non-emergency repair.

(f) Should Existing Easement Holder deem it necessary to complete any emergency repair to Existing Easement Facilities, it shall provide Project Company with notice of the same as soon as practical, given the circumstances.

(g) Should Project Company intend to complete any planned maintenance or non-emergency construction or repair to Solar Facility Improvements located proximate to Existing Easement Facilities, it shall provide Existing Easement Holder with written notice at least 24 hours in advance of such maintenance or non-emergency repair.

(h) Should Project Company deem it necessary to complete any emergency repair to Solar Facility Improvements located proximate to Existing Easement Facilities, it shall provide Existing Easement Holder with notice of the same as soon as practical, given the circumstances.

3. **Insurance.** During the term of this Agreement, Project Company shall maintain a commercial liability insurance policy with minimum coverage of \$2,000,000.00 each occurrence and \$4,000,000.00 aggregate that, in addition to general liability, covers all potential damage to the Existing Easement Facilities resulting from Project Company's use of the Property. Existing Easement Holder shall be named as an additional insured on such policy and shall annually be provided with proof of coverage within fifteen (15) days of the renewal of such policy.

4. **Notices.** Except as provided for in Section 2. above, all notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received (i) if personally delivered, on the date of delivery, (ii) if by electronic mail, upon receipt (provided the sender has retained confirmation of delivery therefor), (iii) if mailed, three (3) days after deposit in the United States certified mail, postage prepaid or (iv) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service, in each case addressed as follows:

Project Company:

Caledonia CSG LLC
c/o Dimension Renewable Energy
3050 Peachtree Road, 4th Floor, Suite 460
Atlanta, GA 30305
Attn: Real Estate
E-mail: legal@dimension-energy.com

Existing Easement Holder:

Livingston County Water and Sewer Authority
1997 D'Angelo Drive
P.O. Box 396
Lakeville, NY 14480
Attn: Jason Molino
Phone: 585-346-3523
E-mail: jmolino@lcwsa.us

With a copy to:

Perspective Law Group, P.C.
11100 Santa Monica Blvd., Suite 780
Los Angeles, CA 90025
Attn: Jason R. Morgan

Phone: (424) 371-6730
Email: jason@perspectiveig.com

5. Leak Detection. Prior to the commencement of construction of the Solar Facility Improvements, Existing Easement Holder shall conduct a leak detection survey with respect to the Existing Easement Facilities in those locations specified in the Construction Drawings (the “**Initial Leak Detection Survey**”). In the event that the Initial Leak Detection Survey reveals that there are existing leaks and/or breaks in the Existing Easement Facilities, (a) Existing Easement Holder shall, at Existing Easement Holder’s sole cost and expense, repair any such leaks and/or breaks, and (b) after the completion of such remedial work, Existing Easement Holder shall conduct another leak detection survey, and, if such leak detection survey reveals no existing leaks and/or breaks, such survey shall be final in nature; provided, however, that if such subsequent leak detection survey reveals additional or remaining leaks and/or breaks in the Existing Easement Facilities, Existing Easement Holder shall repeat the process in clauses (a) and (b) until a leak detection survey is prepared demonstrating that there are no leaks and/or breaks in the Existing Easement Facilities in the locations specified in the Construction Drawings (such final pre-construction leak detection survey, the “**Pre-Construction Survey**”). No later than **ninety (90) days** after Project Company delivers to Existing Easement Holder written notice of completion of the Solar Improvement Facilities, Existing Easement Holder shall conduct a leak detection survey of the Existing Easement Facilities in those locations specified in the Construction Drawings (the “**Post-Construction Survey**”). To the extent that the Post-Construction Survey reveals leaks and/or breaks to the Existing Easement Facilities that were not disclosed in the Pre-Construction Survey, Project Company shall be responsible for all costs, including reimbursement for use of Existing Easement Holder personnel, outside contractors, engineering expenses, equipment and materials, to remedy such leaks and/or breaks to the Existing Easement Facilities and return the same in all material respects to the condition set forth in the Pre-Construction Survey. In the event that Existing Easement Holder fails to deliver the Post-Construction Survey to Project Company within the aforesaid ninety (90) day period, Existing Easement Holder shall waive any and all claims against Project Company and all of its parent companies, subsidiaries and affiliates, and their respective directors, officers, members, managers, partners employees and agents with respect to any costs, losses or liabilities associated with any leaks and/or breaks or other matters disclosed in such Post-Construction Survey.

6. Indemnification.

(a) Except as specified herein, Project Company shall indemnify, defend, hold harmless and release Existing Easement Holder and any of its parent companies, subsidiaries and affiliates, and their respective directors, officers, members, managers, partners employees and agents from and against any and all complaints, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees (including reasonable outside attorneys’ fees) (collectively “**Project Company Liabilities**”) in connection with the loss of life, bodily injury or damage to real or personal property, including Existing Easement Facilities, arising from or out of Project Company’s exercise of its rights under this Agreement and the Solar Agreements, except to the extent any Project Company Liabilities are caused by the negligence or intentional misconduct of Existing Easement Holder, its affiliates, employees, agents and/or contractors. Notwithstanding the foregoing, Project Company will not be liable to Existing Easement Holder for any special, consequential, indirect or punitive damages. Project Company’s obligations under this paragraph will survive the expiration or termination of this Agreement.

(b) Except as specified herein, Existing Easement Holder will indemnify, defend, hold harmless and release Project Company and any of its parent companies, subsidiaries and affiliates, and their

respective directors, officers, members, managers, partners employees and agents from and against any and all complaints, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees (including reasonable outside attorneys' fees) (collectively "**Existing Easement Holder Liabilities**") in connection with the loss of life, bodily injury or damage to real or personal property, including any Solar Facility Improvements, arising from or out of Existing Easement Holder's negligence or intentional misconduct in the exercise of its rights under this Agreement and the Easements, except to the extent any Existing Easement Holder Liabilities are caused by the negligence or intentional misconduct of Project Company, its employees, agents and/or contractors. Notwithstanding the foregoing, Existing Easement Holder will not be liable to Project Company for any special, consequential, indirect or punitive damages. Existing Easement Holder's obligations under this paragraph will survive the expiration or termination of this Agreement.

7. Term. This term of this Agreement shall continue in full force and effect for so long as the Solar Agreements remain in effect (including, without limitation, during the Removal Period (as defined in the Lease)).

8. Miscellaneous. This Agreement shall inure to the benefit and be binding on the respective heirs, successors and assigns of the Parties to this Agreement, and shall run with and against the Property. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the Easements or the Solar Agreements. This Agreement may be recorded by either Party in the Public Records of the County. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof. This Agreement may only be amended by a document executed by the parties hereto (or their successors and assigns) and duly recorded in the Public Records of the County. This document shall be governed by the laws of the State of New York. The Recitals are hereby incorporated by reference as if fully set forth herein. In any action to enforce its rights hereunder, the prevailing Party or Parties shall be entitled to reasonable outside attorneys' fees and costs of suit from the non-prevailing Party or Parties. The Parties shall be entitled to all remedies at law and in equity, including the remedy of specific performance for a breach hereof. This document may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PROJECT COMPANY:

CALEDONIA CSG LLC,
a New York limited liability company

By: _____
Name: _____
Its: _____

EXISTING EASEMENT HOLDER:

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY,
a New York public benefit corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT CERTIFICATE

State of New York)
) ss.:
County of _____)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public Signature

Print _____

Title or Office: _____

My commission expires: _____

(Seal)

ACKNOWLEDGEMENT CERTIFICATE

State of New York)
) ss.:
County of _____)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public Signature

Print _____

Title or Office: _____

My commission expires: _____

(Seal)

Exhibit A
PROPERTY

Parcel 1

All that tract or parcel of land situate in the Town of Caledonia, County of Livingston and State of New York, being part of Lot Nos. 16, 17 & 44 in the Northwest Part of Township 1, being part of lands conveyed to Commodity Resource Corporation by deed recorded in the Livingston County Clerk's Office in Book 1276 of Deeds at page 1225, being Parcel B-2 Empire Transload Corp. according to a map of said tract filed in the Livingston County Clerk's Office on October 24, 2022 as Map No. AO 10392, bounded and described as follows:

Commencing at a point in the northerly boundary of lands conveyed to Jones Chemicals Inc. by deed recorded in the Livingston County Clerk's Office in Book 659 of Deeds at page 261 at its intersection with the easterly boundary of lands conveyed to Genesee & Wyoming Railroad by deed recorded in Livingston County Clerk's Office in Book 917 of Deeds at page 273, said point being the southwesterly corner of said lands conveyed to Commodity Resource Corporation; thence easterly along said northerly boundary of lands conveyed to Jones Chemicals Inc., the following courses: 1) following a curve to the right having a radius of 5,762.65 feet, an arc distance of 80.13 feet to a point of tangency; 2) S80° 53' 03"E, 519.74 feet to the actual point of beginning; running thence northerly, northeasterly and easterly through said lands conveyed to Commodity Resource Corporation, the following courses and distances: 1) N9° 47' 56"E, 26.93 feet; 2) N67° 42' 27"E, 110.21 feet; 3) N54° 20' 18"E, 104.93 feet; 4) N51° 01' 04"E, 566.40 feet; 5) S84° 30' 59"E, 1070.56 feet to the easterly boundary of said Town of Caledonia and the westerly boundary of the Village of Caledonia; thence S20° 42' 33"E along said easterly boundary of the Town of Caledonia and said westerly boundary of the Village of Caledonia, a distance of 747.43 feet to said northerly boundary of lands conveyed to Jones Chemicals Inc.; thence westerly, southerly and westerly along said northerly boundary of lands conveyed to Jones Chemicals, Inc., the following courses and distances: 1) N80° 51' 04"W, 1264.74 feet; 2) N72° 53' 59"W, 390.96 feet; 3) S20° 55' 06"W, 55.44 feet; 4) N80° 53' 03"W, 324.04 feet to the point of beginning.

Parcel 2

All that tract or parcel of land situate in the Village of Caledonia, County of Livingston and State of New York, being part of Lot Nos. 16, 17 & 44 in the Northwest Part of Township 1, being part of lands conveyed to Commodity Resource Corporation by deed recorded in the Livingston County Clerk's Office in Book 1276 of Deeds at page 1225, being Parcel C-2 Empire Transload according to a map of said tract filed in the Livingston County Clerk's Office on October 24, 2022 as Map No. AO 10391, bounded and described as follows:

Beginning at a point in the northerly boundary of lands conveyed to Jones Chemicals Inc. by deed recorded in the Livingston County Clerk's Office in Book 659 of Deeds at page 261 at its intersection with the easterly boundary of the Town of Caledonia and the westerly boundary of said Village of Caledonia; running thence N20° 42' 33"W along said easterly boundary of the Town of Caledonia and the westerly boundary of the Village of Caledonia, through said lands conveyed to Commodity Resource Corporation, a distance of 747.43 feet to a point therein; thence easterly, southeasterly, and southerly continuing through said lands conveyed to Commodity Resource Corporation, the following courses and distances: 1) S84° 30' 59"E, 93.57 feet; 2) S54° 53' 47"E, 692.30 feet; 3) S0° 59' 03"W, 354.80 feet to said northerly boundary of lands conveyed to Jones Chemicals Inc.; thence N80° 51' 04"W along said northerly boundary of lands conveyed to Jones Chemicals Inc., a distance of 394.13 feet to the point of beginning.

Parcel 3

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN LOTS 16 AND 44 IN THE NORTHWEST PART OF TOWNSHIP 1, IN THE FIRST RANGE OF TOWNSHIPS, SITUATE IN THE TOWN OF CALEDONIA, IN THE COUNTY OF LIVINGSTON, STATE OF NEW YORK, AS SHOWN ON A MAP OF SURVEY ENTITLED "COMMODITY RESOURCE CORPORATION FACILITY-BOUNDARY SURVEY AND LAND ACQUISITION MAP", PREPARED BY FRASER-WILLEY & ASSOCIATES, PC ON AUGUST 15, 2002, SAID MAP BEING FILED IN THE LIVINGSTON COUNTY CLERK'S OFFICE AS MICROFILM NO.____, AND SAID PARCEL BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 1, SITUATE IN TOWN LOTS 16 AND 44, IN THE TOWN OF CALEDONIA.

BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN TOWN LOTS 16 AND 17, WHERE SAID LINE INTERSECTS THE NORTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC., AS CONVEYED IN [LIBER 659 OF DEEDS AT PAGE 261](#);

- 1) THENCE NORTH 72° 23' 05" WEST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 318.36 FEET TO A REINFORCING ROD;
- 2) THENCE SOUTH 21° 26' 00" WEST, PASSING THROUGH A REINFORCING ROD AT A DISTANCE OF 52.44 FEET, AND CONTINUING 3.00 FEET FARTHER, FOR A TOTAL DISTANCE OF 55.44 FEET TO A POINT;
- 3) THENCE NORTH 80° 22' 09" WEST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 843.78 FEET TO A POINT OF CURVATURE;
- 4) THENCE WESTERLY, ALONG SAID NORTHERLY RAILROAD BOUNDARY, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5762.65 FEET AND A DELTA ANGLE OF 0° 47' 48", AN ARC DISTANCE OF 80.13 FEET TO A REINFORCING ROD ON THE SOUTHEASTERLY BOUNDARY OF LANDS NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY, AS CONVEYED IN [LIBER 379 OF DEEDS AT PAGE 763](#) AND [LIBER 917 OF DEEDS AT PAGE 273](#);
- 5) THENCE NORTHEASTERLY, ALONG SAID RAILROAD BOUNDARY, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 416.06 FEET AND A DELTA ANGLE OF 32° 03' 59", AN ARC DISTANCE OF 232.85 FEET TO A REINFORCING ROD;
- 6) THENCE NORTH 26° 44' 25" WEST, RADIAL TO THE LAST MENTIONED CURVE, 12.61 FEET TO A REINFORCING ROD;
- 7) THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID GENESEE & WYOMING RAILROAD COMPANY LANDS, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2392.01 FEET AND A DELTA ANGLE TO 11° 18' 55", AN ARC DISTANCE OF 472.41 FEET TO A REINFORCING ROD;
- 8) THENCE NORTH 59° 55' 00" EAST, ALONG SAID SOUTHEASTERLY RAILROAD BOUNDARY, A DISTANCE OF 748.20 FEET TO A REINFORCING ROD ON THE EASTERLY LINE OF TOWN LOT 16;
- 9) THENCE SOUTH 1° 38' 00" WEST, ALONG THE EASTERLY LINE OF TOWN LOT 16, A DISTANCE OF 33.22 FEET TO AN ANGLE POINT;
- 10) THENCE SOUTH 1° 21' 00" WEST, ALONG THE EASTERLY LINE OF TOWN LOT 16, PASSING THROUGH A REINFORCING ROD AT A DISTANCE OF 882.24 FEET, AND CONTINUING 3.00 FEET FARTHER, FOR A TOTAL DISTANCE OF 885.24 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCELS 2A- 2D

ALL THOSE TRACTS OR PARCELS OF LAND, SITUATE IN TOWN LOTS 17 AND 18 IN THE NORTHWEST PART OF TOWNSHIP 1, IN THE FIRST RANGE OF TOWNSHIPS, LYING PARTIALLY IN THE VILLAGE OF CALEDONIA, AND PARTIALLY IN THE TOWN OF CALEDONIA, IN THE COUNTY OF LIVINGSTON, STATE OF NEW YORK, AS SHOWN ON A MAP OF SURVEY ENTITLED "COMMODITY RESOURCE CORPORATION FACILITY-BOUNDARY SURVEY AND LAND ACQUISITION MAP", PREPARED BY FRASER-ON AUGUST 15, 2002, SAID MAP BEING FILED IN THE LIVINGSTON COUNTY CLERK'S OFFICE AS MICROFILM NO. _____, AND SAID PARCELS BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 2A, SITUATE IN TOWN LOT 17, IN THE TOWN OF CALEDONIA.

BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN TOWN LOTS 16 AND 17, WHERE SAID LINE INTERSECTS THE NORTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC, AS CONVEYED IN [LIBER 659 OF DEEDS AT PAGE 261](#);

1) THENCE NORTH 1° 21' 00" EAST, ALONG THE WESTERLY LINE OF LOT 17, PASSING THROUGH A REINFORCING ROD AT A DISTANCE OF 3.00 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 885.24 FEET TO AN ANGLE POINT,

2) THENCE NORTH 1° 38' 00" EAST, ALONG THE WESTERLY LINE OF LOT 17, A DISTANCE OF 12.39 FEET TO THE SOUTHWEST CORNER OF LANDS FORMERLY OWNED BY THE LEHIGH VALLEY RAILWAY COMPANY, NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY, AS CONVEYED IN [LIBER 917 OF DEEDS AT PAGE 273](#);

3) THENCE SOUTH 71° 50' 00" EAST, ALONG SAID THE SOUTHERLY BOUNDARY OF SAID RAILROAD LANDS, A DISTANCE OF 1051.54 FEET TO A POINT ON THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA;

4) THENCE SOUTH 20° 11' 39" EAST, ALONG THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA, A DISTANCE OF 856.46 FEET TO THE NORTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC;

5) THENCE NORTH 80° 20' 10" WEST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 1264.74 FEET TO AN ANGLE POINT IN SAID BOUNDARY;

6) THENCE NORTH 72° 23' 05" WEST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 72.60 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 2B, SITUATE IN TOWN LOTS 17 AND 18, IN THE VILLAGE OF CALEDONIA.

BEGINNING AT A POINT WHERE THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA INTERSECTS THE NORTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC., AS CONVEYED IN [LIBER 659 OF DEEDS, AT PAGE 261](#), SAID POINT BEING THE SOUTHEASTERLY CORNER OF PARCEL 2A AS DESCRIBED ABOVE:

1) THENCE NORTH 20° 11' 39" WEST, ALONG THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA, A DISTANCE OF 856.46 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LANDS FORMERLY OWNED BY THE LEHIGH VALLEY RAILWAY COMPANY, NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY, AS CONVEYED IN [LIBER 917 OF DEEDS AT PAGE 273](#);

2) THENCE SOUTH 71° 50' 00" EAST, ALONG SAID RAILROAD LANDS, A DISTANCE OF 1133.24 FEET TO A POINT;

3) THENCE SOUTHEASTERLY, ALONG SAID RAILROAD LANDS, AND ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3869.30 FEET, AND A DELTA ANGLE OF 11° 46' 23", FOR AN ARC DISTANCE OF 795.05 FEET TO A POINT ON THE EASTERLY LINE OF TOWN LOT 18;

4) THENCE SOUTH 1° 33' 24" WEST, ALONG THE EASTERLY LINE OF TOWN LOT 18, A DISTANCE OF 345.38 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC., AS CONVEYED IN [LIBER 659 OF DEEDS, AT PAGE 261](#);

5) THENCE NORTH 80° 20' 10" WEST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 1501.70 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 2C, SITUATE IN TOWN LOT 17 IN THE TOWN OF CALEDONIA.

BEGINNING AT AN IRON PIPE ON THE NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5, AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED BY ERVIN D. COOTS TO KATE G. MCKAY, BY DEED RECORDED ON JULY 22, 1947 IN [LIBER 279 OF DEEDS AT PAGE 506](#), NOW OR FORMERLY OWNED BY RAYMOND E. ANNE, AS CONVEYED IN [LIBER 830 OF DEEDS AT PAGE 14](#);

1) THENCE NORTH 71° 51' 58" WEST ALONG THE NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5, A DISTANCE OF 289.96 FEET TO A POINT WHERE SAID HIGHWAY BOUNDARY INTERSECTS THE SOUTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC., AS CONVEYED IN [LIBER 659 OF DEEDS, AT PAGE 261](#);

2) THENCE SOUTH 80° 20' 10" EAST, ALONG SAID SOUTHERLY RAILROAD BOUNDARY, A DISTANCE OF 293.16 FEET TO AN IRON PIPE MARKING THE NORTHWESTERLY CORNER OF SAID LANDS OF RAYMOND E. ANNE;

3) THENCE SOUTH 18° 08' 02" WEST, ALONG THE WESTERLY LINE OF SAID LANDS OF RAYMOND E. ANNE, A DISTANCE OF 43.18 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 2D, SITUATE IN TOWN LOT 17, IN THE TOWN AND VILLAGE OF CALEDONIA.

BEGINNING AT A POINT ON THE NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5, AT THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY ERVIN D. COOTS TO KATE G. MCKAY, BY DEED RECORDED ON JULY 22, 1947 IN [LIBER 279 OF DEEDS AT PAGE 506](#), NOW OR FORMERLY OWNED BY RAYMOND E. ANNE, AS CONVEYED IN [LIBER 830 OF DEEDS AT PAGE 14](#);

1) THENCE NORTH 18° 08' 02" EAST, ALONG THE EASTERLY LINE OF LANDS OF RAYMOND E. ANNE, A DISTANCE OF 126.12 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE FORMER NEW YORK CENTRAL RAILROAD, NOW OR FORMERLY OWNED BY JONES CHEMICAL, INC., AS CONVEYED IN [LIBER 659 OF DEEDS AT PAGE 261](#), SAID POINT LYING 0.1 FEET SOUTH OF AN IRON PIPE;

2) THENCE SOUTH 80° 20' 10" EAST, ALONG SAID SOUTHERLY RAILROAD BOUNDARY, A DISTANCE OF 25.05 FEET TO THE NORTHWESTERLY CORNER OF LANDS CONVEYED BY EDMUND R. COOTS TO RALPH AND ANNA HOOPER BY DEED RECORDED ON JULY 26, 1950, IN [LIBER 305 OF DEEDS AT PAGE 145](#), NOW OR FORMERLY OWNED BY ANDREW AND VIOLET OLIVER, AS CONVEYED IN [LIBER 788 OF DEEDS AT PAGE 224](#), SAID POINT LYING 0.2 FEET SOUTH OF AN IRON PIN (REBAR);

3) THENCE SOUTH 01° 59' 58" EAST, ALONG THE WESTERLY LINE OF SAID LANDS OF OLIVER, A DISTANCE OF 64.25 FEET TO AN IRON PIN (REBAR) MARKING AN ANGLE POINT IN SAID LINE;

4) THENCE SOUTH 11° 11' 02" WEST, ALONG THE WESTERLY LINE OF SAID LANDS OF OLIVER, A DISTANCE OF 70.00 FEET TO AN IRON PIN (REBAR) ON THE NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5, AT THE SOUTHWESTERLY CORNER OF SAID LANDS OF OLIVER;

5) THENCE NORTH 71° 51' 58" WEST, ALONG THE NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5, A DISTANCE OF 55.36 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCELS 3A AND 3B

ALL THOSE TRACTS OF PARCELS OF LAND, SITUATE IN TOWN LOTS 17, 18 AND 50 IN THE NORTHWEST PART

OF TOWNSHIP 1, IN THE FIRST RANGE OF TOWNSHIPS, LYING PARTIALLY IN THE VILLAGE OF CALEDONIA, AND PARTIALLY IN THE TOWN OF CALEDONIA, IN THE COUNTY OF LIVINGSTON, STATE OF NEW YORK, AS SHOWN ON A MAP OF SURVEY ENTITLED "COMMODITY RESOURCE CORPORATION FACILITY-BOUNDARY SURVEY AND LAND ACQUISITION MAP", PREPARED BY FRASER-WILEY & ASSOCIATES, PC, ON AUGUST 15, 2002, SAID MAP BEING FILED IN THE LIVINGSTON COUNTY CLERK'S OFFICE AS MICROFILM NO. _____, SAID PARCELS BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 3A, SITUATE IN TOWN LOT 17, IN THE TOWN OF CALEDONIA.

BEGINNING AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE WESTERLY BOUNDARY OF TOWN LOT 17 WITH THE SOUTHEASTERLY BOUNDARY OF THE FORMER BUFFALO, ROCHESTER & PITTSBURGH RAILWAY PROPERTY, NOW OR FORMERLY OWNED BY ROCHESTER & SOUTHERN RAILROAD, INC, AS CONVEYED IN [LIBER 687 OF DEEDS AT PAGE 191](#);

1) THENCE NORTH 59° 55' 00" EAST, ALONG SAID SOUTHEASTERLY RAILROAD BOUNDARY, BEING THE NORTHWESTERLY BOUNDARY OF LANDS FORMERLY OWNED BY THE LEHIGH VALLEY RAILWAY COMPANY, (NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY, AS CONVEYED IN [LIBER 917 OF DEEDS, AT PAGE 273](#)); A DISTANCE OF 806.92 FEET TO A POINT ON THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA;

2) THENCE SOUTH 20° 11' 39" EAST, ALONG THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA, A DISTANCE OF 865.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID FORMER LEHIGH VALLEY RAILWAY COMPANY LANDS;

3) THENCE NORTH 71° 50' 00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 1051.54 FEET TO A POINT ON THE WESTERLY BOUNDARY OF TOWN LOT 17;

4) THENCE NORTH 1° 38' 00" EAST, ALONG THE WESTERLY BOUNDARY OF TOWN LOT 17, PASSING THROUGH A REINFORCING ROD AT A DISTANCE OF 20.83 FEET, AND CONTINUING 58.78 FEET FARTHER, FOR A TOTAL DISTANCE OF 79.61 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL 3B, SITUATE IN TOWN LOTS 17, 18 AND 50 IN THE VILLAGE OF CALEDONIA.

BEGINNING AT A POINT ON THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA, WHERE SAID BOUNDARY INTERSECTS THE SOUTHEASTERLY BOUNDARY OF THE FORMER BUFFALO, ROCHESTER & PITTSBURGH RAILWAY PROPERTY, NOW OR FORMERLY OWNED BY ROCHESTER & SOUTHERN RAILROAD, INC., AS CONVEYED IN [LIBER 687 OF DEEDS AT PAGE 191](#);

1) THENCE NORTH 59° 55' 00" EAST, ALONG SAID SOUTHEASTERLY RAILROAD BOUNDARY, BEING THE NORTHWESTERLY BOUNDARY OF LANDS FORMERLY OWNED BY THE LEHIGH VALLEY RAILWAY COMPANY (NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY, AS CONVEYED IN [LIBER 917 OF DEEDS, AT PAGE 273](#)), A DISTANCE OF 275.66 FEET TO A CONCRETE MONUMENT;

2) THENCE SOUTHEASTERLY, ALONG THE DIVISION LINE BETWEEN SAID LANDS OF ROCHESTER & SOUTHERN RAILROAD, INC. AND SAID LANDS OF THE GENESEE & WYOMING RAILROAD COMPANY, AND ALONG A CURVE TO THE LEFT HAVING, A RADIUS OF 3770.30 FEET, AND A DELTA ANGLE OF 19° 04' 19", AN ARC DISTANCE OF 1255.00 FEET TO A POINT;

3) THENCE NORTH 42° 20' 00" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 100.00 FEET;

4) THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 932.60 FEET AND A DELTA ANGLE OF 1° 28' 55", AN ARC DISTANCE OF 24.12 FEET TO A POINT;

5) THENCE SOUTHEASTERLY, ALONG THE NORTHERLY BOUNDARY OF THE FORMER LEHIGH VALLEY RAILWAY LANDS, NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3754.80 FEET AND A DELTA ANGLE OF 20° 05' 27", AN ARC DISTANCE OF 1316.62 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TOWN LOT 18;

6) THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY BOUNDARY, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3754.80 FEET AND A DELTA ANGLE OF 16° 03' 55", AN ARC DISTANCE OF 1052.81 FEET TO A POINT;

7) THENCE NORTH 89° 25' 43" EAST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 769.23 FEET TO A POINT;

8) THENCE SOUTH 21° 35' 00" EAST, RUNNING PARALLEL TO, AND 100 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE WESTERLY RIGHT OF WAY BOUNDARY OF SPRING STREET, FOR A DISTANCE OF 120.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE FORMER LEHIGH VALLEY RAILWAY LANDS, NOW OR FORMERLY OWNED BY THE GENESEE & WYOMING RAILROAD COMPANY;

9) THENCE WESTERLY, ALONG SAID SOUTHERLY BOUNDARY, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3869.30 FEET, AND A DELTA ANGLE OF 27° 40' 48", AN ARC DISTANCE OF 1869.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TOWN LOT 18;

10) THENCE CONTINUING WESTERLY ALONG SAID SOUTHERLY BOUNDARY, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3869.30 FEET, AND A DELTA ANGLE OF 11° 46' 23", AN ARC DISTANCE OF 795.05 FEET TO A POINT;

11) THENCE NORTH 71° 50' 00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 1133.24 FEET TO A POINT ON THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA;

12) THENCE NORTH 20° 11' 39" WEST, ALONG THE WESTERLY CORPORATION BOUNDARY OF THE VILLAGE OF CALEDONIA, A DISTANCE OF 865.08 FEET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS TO THE HIGHWAY OVER THE FOLLOWING DESCRIBED PARCEL:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN LOT 44 IN THE NORTHWEST PART OF TOWNSHIP 1, IN THE FIRST RANGE OF TOWNSHIPS, SITUATE IN THE TOWN OF CALEDONIA, IN THE COUNTY OF LIVINGSTON, STATE OF NEW YORK, AND DESIGNATED AS "ACCESS TO PARCEL 1" ON A MAP OF SURVEY ENTITLED "COMMODITY RESOURCE CORPORATION FACILITY-BOUNDARY SURVEY AND LAND ACQUISITION MAP", PREPARED BY FRASER-WILLEY & ASSOCIATES, PC, ON AUGUST 15, 2002, AND LAST REVISED ON AUGUST 21, 2002, SAID PARCEL BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

ACCESS PARCEL, SITUATE IN TOWN LOT 44, IN THE TOWN OF CALEDONIA.

COMMENCING AT A POINT ON THE DIVISION LINE BETWEEN TOWN LOTS 16 AND 17, WHERE SAID LINE INTERSECTS THE NORTHERLY BOUNDARY OF LANDS OF JONES CHEMICAL, INC. AS DESCRIBED IN [LIBER 659 OF DEEDS AT PAGE 261](#) (FORMERLY THE NEW YORK CENTRAL RAILROAD);

1) THENCE NORTH 72° 23' 05" WEST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 318.36 FEET TO A REINFORCING ROD;

2) THENCE SOUTH 21° 26' 00" WEST, PASSING THROUGH A REINFORCING ROD AT A DISTANCE OF 52.44 FEET, AND CONTINUING 3.00 FEET FARTHER, FOR A TOTAL DISTANCE OF 55.44 FEET TO A POINT;

3) THENCE SOUTH 09° 37' 51" WEST, AND PERPENDICULAR TO SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 68 FEET TO A POINT ON THE NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5;

4) THENCE WESTERLY, ALONG SAID NORTHERLY HIGHWAY BOUNDARY OF NEW YORK STATE ROUTE 5, A DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT;

5) THENCE NORTH 09° 37' 51" EAST, PARALLEL TO AND 100.00 FEET DISTANT WESTERLY FROM COURSE NO. 1 ABOVE, A DISTANCE OF 66 FEET TO A POINT ON THE AFORESAID NORTHERLY RAILROAD BOUNDARY;

6) THENCE SOUTH 80° 22' 09" EAST, ALONG SAID NORTHERLY RAILROAD BOUNDARY, A DISTANCE OF 100.00 FEET TO THE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT:

PARCEL C-2

PART OF LOT Nos. 16, 17, & 44

IN THE NORTHWEST PART OF TOWNSHIP 1

VILLAGE OF CALEDONIA

All that tract or parcel of land situate in the Village of Caledonia, County of Livingston and State of New York, being part of Lot Nos. 16, 17 & 44 in the Northwest Part of Township 1, being part of lands conveyed to Commodity Resource Corporation by deed recorded in the Livingston County Clerk's Office in Book 1276 of Deeds at page 1225, being Parcel C-2 Empire Transload according to a map of said tract filed in the Livingston County Clerk's Office on October 24, 2022 as Map No. AO 10391 bounded and described as follows:

Beginning at a point in the northerly boundary of lands conveyed to Jones Chemicals Inc. by deed recorded in the Livingston County Clerks in Book 649 of Deeds at page 261 at its intersection with the easterly boundary of the Town of Caledonia and the westerly boundary of said Village of Caledonia; running thence $N20^{\circ} 42' 33''W$ along said easterly boundary of the Town of Caledonia and the westerly boundary of the Village of Caledonia, through said lands conveyed to Commodity Resource Corporation, a distance of 747.43 feet to a point therein; thence easterly, southeasterly, and southerly continuing through said lands conveyed to Commodity Resource Corporation the following courses and distances: 1) $S84^{\circ} 30' 59''E$, 93.57 feet; 2) $S54^{\circ} 53' 47''E$, 692.30 feet; 3) $S0^{\circ} 59' 03''W$, 354.80 feet to said northerly boundary of lands conveyed to Jones Chemicals Inc.; thence $N80^{\circ} 51' 04''W$ along said northerly boundary of lands conveyed to Jones Chemicals Inc., a distance of 394.13 feet to the point of beginning.

Subject to any easements and restrictions of record.

EXHIBIT A

PARCEL B-2

PART OF LOT Nos. 16, 17, & 44

IN THE NORTHWEST PART OF TOWNSHIP 1

TOWN OF CALEDONIA

All that tract or parcel of land situate in the Town of Caledonia, County of Livingston and State of New York, being part of Lot Nos. 16, 17 & 44 in the Northwest Part of Township 1, being part of lands conveyed to Commodity Resource Corporation by deed recorded in the Livingston County Clerk's Office in Book 1276 of Deeds at page 1225, being Parcel B-2 Empire Transload Corp. according to a map of said tract filed in the Livingston County Clerk's Office on October 24, 2022 as Map No. AO 10392 bounded and described as follows:

Commencing at a point in the northerly boundary of lands conveyed to Jones Chemicals Inc. by deed recorded in the Livingston County Clerks in Book 649 of Deeds at page 261 at its intersection with the easterly boundary of lands conveyed to Genesee & Wyoming Railroad by deed recorded in the Livingston County Clerk's Office in Book 917 of Deeds at page 273, said point being the southwesterly corner of said lands conveyed to Commodity Resource Corporation; thence easterly along said northerly boundary of lands conveyed to Jones Chemicals Inc. the following courses: 1) following a curve to the right having a radius of 5,762.65 feet, an arc distance of 80.13 feet to a point of tangency; 2) S80° 53' 03"E, 519.74 feet to the actual point of beginning; running thence northerly, northeasterly and easterly through said lands conveyed to Commodity Resource Corporation the following courses and distances: 1) N9° 47' 56"E, 26.93 feet; 2) N67° 42' 27"E, 110.21 feet; 3) N54° 20' 18"E, 104.93 feet; 4) N51° 01' 04"E, 566.40 feet; 5) S84° 30' 59"E, 1070.56 feet to the easterly boundary of said Town of Caledonia and the westerly boundary of the Village of Caledonia; thence S20° 42' 33"E along said easterly boundary of the Town of Caledonia and said westerly boundary of the Village of Caledonia, a distance of 747.43 feet to said northerly boundary of lands conveyed to Jones Chemicals Inc.; thence westerly, southerly and westerly along said northerly boundary of

lands conveyed to Jones Chemicals, Inc. the following courses and distances: 1) N80° 51' 04"W, 1264.74 feet; 2) N72° 53' 59"W, 390.96 feet; 3) S20° 55' 06"W, 55.44 feet; 4) N80° 53' 03"W, 324.04 feet to the point of beginning.

Subject to any easements and restrictions of record.

Exhibit B

CONSTRUCTION DRAWINGS

[TO BE ATTACHED]

Exhibit C

CONSTRUCTION REQUIREMENTS

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY STANDARD NOTES

WATER MAIN GENERAL NOTES:

1. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH NYSDOH, LCDOH, NYS DOT, OSHA, LIVINGSTON COUNTY WATER AND SEWER AUTHORITY, LIVINGSTON COUNTY AND TOWN REQUIREMENTS.
2. THE LOCATIONS, SIZES AND ELEVATIONS OF EXISTING UTILITIES ARE BASED ON INFORMATION COMPILED BY THE DESIGN ENGINEER FROM DRAWINGS OF RECORDS AND INFORMATION FURNISHED BY THE VARIOUS UTILITIES, WITH FIELD CHECKING WHERE NECESSARY AND POSSIBLE. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND MAY BE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE THIS INFORMATION VERIFIED AND LOCATED PRIOR TO CONSTRUCTION.
3. THE APPROXIMATE LOCATION OF THE PROPOSED WATER MAIN IS INDICATED ON THE PLANS, HOWEVER THE ACTUAL LOCATION WILL BE GOVERNED BY THE ACTUAL LOCATION OF THE UNDERGROUND UTILITIES OR OTHER CONTROLLING FACTORS AS DETERMINED BY THE DESIGN ENGINEER DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES, SERVICES, SEWERS, AND LATERALS AHEAD OF PIPE LAYING OR OTHER WORK OPERATIONS SO THAT IF MINOR ADJUSTMENTS MUST BE MADE IN ELEVATION AND/OR ALIGNMENT, DUE TO INTERFERENCE, THESE CHANGES CAN BE MADE IN ADVANCE OF THE WORK.
5. MINIMUM COVER ON ALL NEW WATER MAIN SHALL BE FOUR (4) FEET, SIX (6) INCHES MEASURED FROM FINISHED GROUND SURFACE EXCEPT AS OTHERWISE NOTED.
6. WHERE THE CLEARANCE BETWEEN THE WATER MAIN AND ANY EXISTING UTILITY OR SERVICE CONNECTIONS IS LESS THAN ONE (1) FOOT, COMPACTED SELECT FILL SHALL BE PROVIDED.
7. ALL FITTINGS SHALL BE BACKED UP WITH 3,000 PSI CONCRETE THRUST BLOCKS.
8. HIGHWAY DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION. THE ROADS SHALL BE KEPT CLEAR OF MUD AND DEBRIS AT ALL TIMES.
9. SAFE AND CONTINUOUS THROUGH TRAFFIC AND INGRESS AND EGRESS FOR ADJACENT OWNER DRIVEWAYS, SERVICE ROADS AND PUBLIC STREETS SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION.
10. THE DEVELOPER WILL OBTAIN ALL NECESSARY EASEMENTS OR PERMITS.
11. THE CONTRACTOR SHALL LOCATE, FLAG AND PRESERVE SURVEY MONUMENTS AND PROPERTY CORNER MARKERS. THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR RE-ESTABLISH ANY PROPERTY CORNERS OR SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION AT NO COST TO THE AUTHORITY.
12. WHEN INSTALLING HYDRANTS OR BLOW-OFFS, SHOULD GROUND WATER BE ENCOUNTERED WITHIN 7 FEET OF THE FINISH GRADE, WEEP HOLES (DRAINS) SHALL BE PLUGGED.
13. MINIMUM VERTICAL SEPARATION BETWEEN WATER MAINS AND SEWER LINES SHALL BE 18 INCHES MEASURED FROM THE OUTSIDE OF THE PIPE AT THE POINT OF CROSSING. MINIMUM HORIZONTAL SEPARATION BETWEEN PARALLEL WATER MAINS AND SEWER PIPE (INCLUDING MANHOLES AND VAULTS) SHALL BE 10 FEET MEASURED FROM THE OUTSIDE OF THE PIPES, MANHOLES OR VAULTS. ONE FULL STANDARD LAYING LENGTH OF WATER MAIN SHALL BE CENTERED UNDER OR OVER THE SEWER SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. IN ADDITION, WHEN THE WATER MAIN PASSES

UNDER THE SEWER, ADEQUATE STRUCTURAL SUPPORT (COMPACTED SELECTED FILL) SHALL BE PROVIDED FOR THE SEWER TO PREVENT EXCESSIVE DEFLECTION OF THE JOINTS AND SETTLING TO THE SEWER ON THE WATER MAIN.

14. WATER SERVICE SHALL BE MAINTAINED AT ALL TIMES.
15. ALL ASPHALT DRIVES CROSSED BY THE WATER MAIN INSTALLATION SHALL BE SAW CUT AT THE LIMIT OF THE DISTURBED AREA OR AS A MINIMUM 5 FEET BEYOND THE CENTERLINE OF THE NEW WATER MAIN LOCATION AND RESURFACED TO THE EDGE OF PAVEMENT.
16. ALL CONCRETE SIDEWALKS CROSSED BY THE WATER MAIN INSTALLATION SHALL BE SAW CUT AND REPLACED IN KIND.
17. THE CONTROL OF EROSION AND SEDIMENT ORIGINATING FROM CONSTRUCTION OPERATIONS IS CONSIDERED A CRITICAL RESPONSIBILITY OF THE CONTRACTOR. EROSION CONTROL DEVICES SHALL BE ESTABLISHED PRIOR TO COMMENCING WORK. THE AUTHORITY WILL BE THE FINAL JUDGE OF THE ADEQUACY OF CONTRACTOR'S EROSION AND SEDIMENT CONTROL AND MAY SUSPEND WORK UNTIL ADEQUATE CONTROL IS ATTAINED.
18. ALL EXISTING UTILITY LINES AND SERVICE LATERALS NEAR OR CROSSING THE NEW WATER MAIN SHALL BE PROTECTED, PRESERVED AND SUPPORTED AS NECESSARY AT THE CONTRACTOR'S EXPENSE.
19. UTILITY POLES SHALL BE SUPPORTED, WHERE NECESSARY, AT NO COST TO THE AUTHORITY.
20. CONTRACTOR SHALL PRESERVE AND PROTECT FROM DAMAGE ALL TREES, FENCES AND OTHER OBSTACLES WITHIN THE ROW AND EASEMENT.
21. CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED TREE EXPERT TO REMOVE, WHERE NECESSARY, BRANCHES WHICH INTERFERE WITH THE CONSTRUCTION OPERATIONS, OR REPAIR TREES HAVING SUFFERED DAMAGE BY CONSTRUCTION ACTIVITIES.
22. TO PROTECT NEW OR EXISTING WORK, SHEETING OR SHORING, IF REQUIRED DURING CONSTRUCTION, SHALL BE PROVIDED AT NO COST TO THE AUTHORITY.
23. WHEREVER MAILBOXES, POSTS, FENCES, SHRUBBERY, ETC. ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THEY SHALL BE REMOVED AND RESET AS ORDERED BY THE DESIGN ENGINEER.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF EXCAVATED MATERIAL FROM THE SITE.
25. THE CONTRACTOR SHALL CONFORM TO ALL CONDITIONS OF ANY APPLICABLE EASEMENTS.
26. THE CONTROL OF DUST ORIGINATING FROM THE CONSTRUCTION OPERATIONS IS CONSIDERED A CRITICAL RESPONSIBILITY OF THE CONTRACTOR. THE AUTHORITY WILL BE THE FINAL JUDGE OF THE ADEQUACY OF THE CONTRACTOR'S DUST CONTROL EFFORTS. WORK MAY BE SUSPENDED BY THE AUTHORITY UNTIL ADEQUATE DUST CONTROL IS ATTAINED.
27. ANY EXISTING STORM DRAINAGE PIPES, INCLUDING DRIVEWAY CULVERTS, WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE REPLACED WITH CORRUGATED SMOOTH INTERIOR POLYETHYLENE PIPE, WHICH CONFORMS TO AASHTO SPEC. M294 TYP S. ASTM SPEC. D3350, NYS DOT ENGINEERING INSTRUCTION #90/36 AND NYS DOT STANDARD SPECIFICATION SUBSECTION 706-14

Exhibit D

INSURANCE REQUIREMENTS

[TO BE ATTACHED]



RESOLUTION NO. 2023 - 42

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN A CROSSING AND CONSENT AGREEMENT WITH CALEDONIA CSG, LLC

WHEREAS, The Livingston County Water and Sewer Authority (“Authority”) has an existing easement for a water main located within the Town and Village of Caledonia, New York (“Property”); and


WHEREAS, and CALEDONIA CSG LLC, a New York limited liability company (“Project Company”) whose address is c/o Dimension Renewable Energy, 3050 Peachtree Road, 4th Floor Suite 460, Atlanta, GA 30305 is in the process of developing a solar energy facility on and in the vicinity of the Property (“Project”); and

WHEREAS, The Authority is willing to expressly consent to Project Company’s construction, access, operation, maintenance, use and related activities in connection with said Project, some of which may cross the Property, subject to certain conditions as set forth in a Crossing and Consent Agreement (“Agreement”); now, therefore, be it,

RESOLVED, that the Livingston County Water and Sewer Authority Board hereby authorizes the Executive Director to sign any and all necessary Crossing and Consent Agreement documents with CALEDONIA CSG LLC, subject to review and approval by the Authority Attorney; and therefore, be it further,

RESOLVED, The Project Company agrees to make a one-time payment to the Authority of Thirty-Five Thousand and No/100ths (\$35,000.00) Dollars.

September 20, 2023
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:

To: Livingston County Water and Sewer Authority Board
From: Jason Molino, Executive Director 
Date: September 8, 2023
Subject: General Counsel Engagement Letter

1. Action Requested:

Approval of resolution for attorney's fees for general counsel services for the Authority.

2. Background:

Kurk & Campbell, P.C. and attorney Jim Campbell have served as the Authority's general counsel since 2014. Rates for service have increased once (2022) since they started with Authority in 2014. Due to inflationary, labor and supply cost increases Kurk & Campbell, P.C. are requesting an increase in the hourly rate for legal services to be adjusted from \$225 per hour to \$235 per hour effective January 1, 2024. It is recommended the Board approve the increase in rates for legal services.

3. Financial Implications:

The proposed 2024 budget does account for some increase in rate/labor counsel, however, impacts to the budget will primarily be determined by the amount of work assigned or specific projects requiring legal guidance.

KRUK & CAMPBELL, P.C.
ATTORNEYS AT LAW

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P.O. Box 30 - A
LIMA, NEW YORK 14485
(585) 624-5030
FAX (585) 624-3972

Stephen M. Kruk

James W. Campbell, Jr.

August 10, 2023

BY EMAIL

Livingston County Water and Sewer Authority
c/o Jason Molino, Executive Director
1997 D'Angelo Drive
Lakeville, New York 14480

Re: Change in hourly rate for legal services provided in 2024

Dear Executive Director Molino and Board of Directors:

As we are approaching the budget process season, I wanted to advise you that commencing January 1, 2024, my hourly rate for legal services will be adjusted to \$235.00 per hour. This rate change is the result of significant economic challenges facing all small business, which include higher payroll expenses to retain staff as well as inflationary increases that impact virtually every aspect of my firm's necessary expenditures. This change in hourly rate will be consistent for all of my hourly billed municipal clients.

It is my hope that the Authority will consider this to be an appropriate increase, given the current economic climate, my experience and the significantly higher rate for other attorneys offering similar services in the region.

I have very much enjoyed serving the Authority and would appreciate the opportunity to continue to do so in the future.

Please do not hesitate to contact me should you have any questions.

Very truly yours,


James W. Campbell, Jr.

JWC/AAR



RESOLUTION NO. 2023 - 43

RESOLUTION TO APPROVE KRUK & CAMPBELL, P.C. RATES FOR LEGAL SERVICES TO THE LIVINGSTON COUNTY WATER & SEWER AUTHORITY

WHEREAS, Kruk & Campbell, P.C. Attorney's at Law have provided legal services to the Livingston County Water and Sewer Authority (the "Authority") since 2014; and

WHEREAS, Kruk & Campbell's has experienced increases in expenditures due to inflationary increases including payroll and material costs, and have not increased their legal services hourly rate since 2022; and

WHEREAS, The Executive Director recommends that Kruk & Campbell, P.C. continue to serve as the Authority's general counsel, and now therefore be it,

RESOLVED, The Livingston County Water and Sewer Authority Board accepts the proposal to increase the Kruk & Campbell, P.C. hourly fee for legal services to \$235.00/hour effective January 1, 2024.

September 20, 2023
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:



RESOLUTION NO. 2023 - 44

**RESOLUTION TO SET A PUBLIC HEARING FOR THE 2024 RATE AND FEE SCHEDULE
FOR OCTOBER 18, 2023 AT 8:00AM**

WHEREAS, the Livingston County Water & Sewer Authority (“Authority”) has presented the proposed 2024 Rate and Fee Schedule to the Authority Board (the “Board”) (attached as Appendix A), and

WHEREAS, the public hearing will be set for October 18, 2023 at 8:00am to hear comments on the proposed 2024 rate and fee schedule attached hereto, and now therefore be it,

RESOLVED, that the Livingston County Water & Sewer Authority Board set the public hearing for October 18, 2023 at 8:00am.

September 20, 2023
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS:

Livingston County Water & Sewer Authority

1997 D'Angelo Drive, PO Box 396

Lakeville, New York 14480

Consolidated 2024 Budget

	2024 Proposed			2024 Prop. 2023 Adopted	2023 Projected			2023 Adopted			2022 Actual			2021 Actual		
	Sewer	Water	Total		Sewer	Water	Total	Sewer	Water	Total	Sewer	Water	Total	Sewer	Water	Total
Revenues																
Water/Sewer Service Fees	1,894,827	1,945,227	3,840,054	12.4%	1,770,450	1,670,893	3,441,343	1,756,443	1,660,445	3,416,888	1,595,425	1,400,074	2,995,499	1,595,425	1,400,074	2,995,499
Wholesale Water Sales	-	210,000	210,000		-	206,000	206,000	-	-	-	-	204,738	204,738	-	204,738	204,738
Permits	15,000	40,000	55,000		80,000	15,000	95,000	15,000	30,000	45,000	34,095	73,602	107,697	34,095	73,602	107,697
O&M Services	23,230	-	23,230		23,000	-	23,000	23,000	-	23,000	15,000	84,483	99,483	15,000	84,483	99,483
Late Fees	25,599	26,443	52,042		24,008	16,914	40,922	19,125	17,201	36,326	17,591	28,191	45,782	17,591	28,191	45,782
Other Revenue	-	11,500	11,500		14,000	3,000	17,000	-	222,500	222,500	-	18,604	18,604	-	18,604	18,604
Total Revenues	1,958,656	2,233,170	4,191,826	12.0%	1,911,458	1,911,807	3,823,265	1,813,568	1,930,146	3,743,714	1,662,111	1,809,692	3,471,803	1,662,111	1,809,692	3,471,803
Expenses																
ADMINISTRATION																
Salaries & Benefits	287,067	332,948	620,015		269,621	189,621	459,242	250,171	328,930	579,101	307,769	268,766	576,535	248,544	236,287	484,831
Professional Services	121,433	143,342	264,775		138,388	113,762	252,150	90,094	121,356	211,450	128,687	107,504	236,191	126,742	115,938	242,680
Utilities	2,176	2,524	4,700		2,030	2,670	4,700	2,030	2,670	4,700	2,084	1,993	4,077	1,462	1,395	2,857
Equipment Expense	695	806	1,500		562	738	1,300	562	738	1,300	5,019	4,880	9,899	3,251	2,785	6,036
Building Expense	6,575	7,625	14,200		4,148	4,652	8,800	7,474	9,826	17,300	14,019	13,333	27,352	3,972	3,863	7,835
Vehicle Expense	-	-	-		-	-	-	-	-	-	169	167	336	-	-	-
Other Expenses	18,613	62,337	80,950		15,023	57,077	72,100	14,207	59,233	73,440	18,773	22,612	41,385	12,208	13,057	25,265
Total Administration	436,558	549,582	986,140	11.1%	429,772	368,520	798,292	364,538	522,753	887,291	476,520	419,255	895,775	396,179	373,325	769,504
TREATMENT																
Salaries & Benefits	383,057	39,962	423,019		358,000	53,800	411,800	318,317	38,711	357,028	268,739	18,514	287,253	181,158	39,059	220,217
Professional Services	-	-	-		-	-	-	-	-	-	77,570	-	77,570	138,084	-	138,084
Utilities	84,400	-	84,400		89,540	-	89,540	89,900	-	89,900	79,951	131	80,082	63,672	217	63,889
Purchased Water & Sewer	79,500	723,866	803,366		77,000	450,000	527,000	79,500	376,908	456,408	81,459	560,284	641,743	52,420	580,328	632,748
Equipment Expense	28,085	-	28,085		5,200	150	5,350	11,380	-	11,380	2,430	-	2,430	4,851	-	4,851
Building Expense	143,883	11,370	155,253		360,000	500	360,500	184,594	11,576	196,170	116,725	3	116,728	64,186	-	64,186
Other Expenses	14,747	9,753	24,500		10,000	1,635	11,635	15,800	2,365	18,165	5,720	-	5,720	3,427	4	3,431
Total Treatment	733,672	784,950	1,518,623	34.5%	899,740	506,085	1,405,825	699,491	429,560	1,129,051	632,594	578,932	1,211,526	507,798	619,608	1,127,406
TRANSMISSION/COLLECTION																
Salaries & Benefits	484,264	561,662	1,045,926		414,507	547,167	961,674	422,749	555,837	978,586	417,190	361,315	778,505	325,119	311,591	636,710
Professional Services	-	-	-		-	-	-	-	-	-	63,066	33,334	96,400	12,109	12,104	24,213
Utilities	124,352	130,999	255,351		121,363	128,770	250,133	121,363	128,770	250,133	115,789	134,803	250,592	112,179	130,100	242,279
Vehicle Expense	27,577	31,985	59,562		18,500	24,200	42,700	23,155	30,445	53,600	34,430	17,525	51,955	16,220	15,771	31,991
Equipment Expense	23,969	25,731	49,700		20,400	24,000	44,400	40,340	97,260	137,600	34,981	27,336	62,317	32,085	7,745	39,830
Building Expense	122,168	131,332	253,500		347,686	113,000	460,686	110,230	153,686	263,916	203,006	226,322	429,328	150,337	245,378	395,715
Other Expenses	6,096	16,929	23,025		1,000	22,000	23,000	11,841	27,369	39,210	7,656	75,555	83,211	3,882	7,017	10,899
Total Trans/Collect	788,426	898,638	1,687,064	-2.1%	923,456	859,137	1,782,593	729,678	993,367	1,723,045	876,118	876,190	1,752,308	651,931	729,706	1,381,637
Total Expenses	1,958,656	2,233,171	4,191,827	12.1%	2,252,968	1,733,742	3,986,710	1,793,707	1,945,680	3,739,387	1,985,232	1,874,377	3,859,609	1,555,908	1,722,639	3,278,547
REVENUES less EXPENSES	(0)	(0)	(0)		(341,510)	178,065	(163,445)	19,861	(15,534)	4,327	(323,121)	(64,685)	(387,806)	106,203	87,053	193,256

Livingston County Water & Sewer Authority
2024 Sewer & Water Rates
 Effective 11/1/2023

	Sewer Service Rate Per Quarter					
	Service Rate Per Unit/Quarter			Service Rate Per 1,000 gals.		
	2023	2024	Inc/Dec	2023	2024	Inc/Dec
Lakeville WWTP (SL,SL1, SL91)						
Lakeville, Livonia Center, Hemlock, Conesus, Village of Livonia, Town of Avon (South of I390)	\$ 83.00	\$ 86.00	3.00	\$ 5.53	\$ 6.14	0.61
Village of Avon WWTP (SA)						
Avon/Lakeville, Pole Bridge Ext.	\$ 82.00	\$ 86.00	4.00	\$ 5.47	\$ 6.14	0.67
Groveland Station WWTP (SD)						
Town of Groveland/Groveland Station	\$ 95.50	\$ 100.00	4.50	\$ 5.31	\$ 7.14	1.83
Village of Mt Morris WWTP (SM)						
Town of Groveland (ARS) & Leicester	\$ 163.00	\$ 100.00	(63.00)	\$ 9.06	\$ 7.14	(1.92)
Sewer Only Customers w/ no water (SL)						
Lakeville WWTP Customers	\$ 83.00	\$ 100.00	17.00	\$ -	\$ -	-

*Each service unit charged shall equal 14,000 gallons of water used. Over 14,000 gallons, shall be charged the Service Rate per 1,000 gallons.

	Water Service Rate Per Quarter					
	Service Rate Per Unit/Quarter			Service Rate Per 1,000 gals.		
	2023	2024	Inc/Dec	2023	2024	Inc/Dec
Hemlock Supply (WR, WM)						
Town's of Conesus, Livonia, Geneseo, Groveland, Sparta	\$ 37.00	\$ 40.00	3.00	\$ 3.54	\$ 3.95	0.41
Village of Livonia	\$ 37.00	\$ 38.50	1.50	\$ 3.35	\$ 3.59	0.24
Avon Supply (WB, WA,)						
South Avon, Town of Caledonia WD #3	\$ 37.00	\$ 40.00	3.00	\$ 6.25	\$ 6.55	0.30
MCWA Supply (WC, TL)						
Town of Caledonia WD #1 & Town of Lima	\$ 37.00	\$ 40.00	3.00	\$ 5.00	\$ 5.25	0.25
Geneseo Supply (TLe)						
Town of Leicester	\$ -	\$ 37.00	37.00	\$ -	\$ 6.25	6.25
Miscellaneous						
Wholesale water				\$ 2.00	\$ 2.19	0.19
>1,000,000 gals./quarter (High volume user)				\$ (0.32)	\$ -	0.32

Livingston County Water & Sewer Authority
2024 Capital and Debt Charges
 Effective 11/1/2023

Some areas may have multiple charges

	Sewer Capital Charges					
	Capital Charge per Unit/Quarter			Capital Charge per 1,000 gallons		
	2023	2024	Inc/Dec	2023	2024	Inc/Dec
Lakeville WWTP (SL)						
Lakeville, Livonia Center, Conesus, Hemlock	\$ 21.00	\$ 24.75	3.75	\$ -	\$ 0.75	0.75
Village of Livonia, Town of Avon-S I390 (SL1)	\$ 16.00	\$ 22.25	6.25			
Groveland Station WWTP (SD)						
Town of Groveland/Groveland Station	\$ 5.00	\$ 5.00	-	\$ -	\$ -	-
Sewer Only Customers w/ no water (SL)						
Lakeville WWTP Customers	\$ 21.00	\$ 25.00	4.00	\$ -	\$ -	-

	Water Capital Charges					
	Capital/Debt Charge per Unit/Quarter			Capital/Debt Charge description		
	2023	2024	Inc/Dec	2023	2024	Inc/Dec
Hemlock Supply (WR)						
Town's of Conesus, Livonia, Geneseo, Groveland, Sparta, Village of Livonia	\$ 9.00	\$ 9.00	-	\$ -	\$ 0.25	0.25
Outside Supply (WB, WC, WA, TL)						
South Avon (AKZO), Town of Caledonia WD #1 & WD #3, Town of Lima	\$ 9.00	\$ 9.00	-	\$ -	\$ 0.25	0.25

	Sewer Debt Charges					
	2023	2024	Inc/Dec			
Town of Groveland (ARS), Leicester (SM) Town of Avon, South of I390 (SL1) Avon/Lakeville, Polebridge Ext. (SA)	15.00	15.00	-	Livingston Co. Project reimb (LCS8-D) & (LCS10-D)		
Hemlock - Out of district users only (SL)	57.00	57.00	-	Town of Livonia Bond reimb (TLIV-SH-D)		

	Water Debt Charges					
	2023	2024	Inc/Dec			
Scottsburg, out of district users (WR)	\$ 98.75	\$ 98.75	-	Livingston Co. WR3-D		
Town Groveland-Groveland Station (WR)	\$ 64.00	\$ 60.00	(4.00)	WASA Capital WR10-D		
Town of Leicester (TLe)	\$ 30.00	\$ 30.00	-	Town of Leicester		

Livingston County Water & Sewer Authority
2024 Residential & Commercial Permits
 Effective 1/1/2024

Water Permit Applications & Related Fees

	2023	2024	Inc/Dec
Residential User Application Fee	250.00	250.00	-
Commercial/Industrial User Application Fee	450.00	450.00	-
Commercial/Industrial User (W/ Backflow Approval) App. Fee	1,000.00	1,000.00	-
3/4" Meter Pit	1,030.00	1,030.00	-
1" Meter Pit	1,470.00	1,485.00	15.00
New Service Tap w/out Rd Bore	2,500.00	2,500.00	-
New Service Tap w/ Road Bore	3,350.00	3,350.00	-
3/4" Water Meter	355.00	380.00	25.00
1" Water Meter	520.00	585.00	65.00
2" Water Meter	1,120.00	1,120.00	-
Water Cap-Off Insepction (includes leak detection)	100.00	100.00	-
Water Trench Inspection	100.00	100.00	-
Water Final Inspection	100.00	100.00	-

Installation over 2 inches calculated at cost of contractor plus permit price

Prices subject to change periodically due to vendor availability and pricing

Sewer Permit Applicatins & Related Fees

	2023	2024	Inc/Dec			
Residential Application Fee	200.00	200.00	-			
Commercial Application Fee	400.00	400.00	-			
Sewer Cap-Off Inspection (includes televising lateral)	100.00	100.00	-			
Sewer Trench Inspection	100.00	100.00	-			
Sewer Final Inspection	100.00	100.00	-			
New Sewer Lateral Installation Fees (2023 - 2024)						
	Short Side		Long Side			
	Depth of Sewer Main at Connection					
	Up to 6'	6-12'	>12'	Up to 6'	6-12'	>12'
State Road	\$3,250.00	\$3,750.00	\$4,750.00	\$7,750.00	\$8,500.00	\$9,000.00
Non-State Road/Easement - Asphalt Surface	\$3,000.00	\$3,250.00	\$4,250.00	\$7,500.00	\$7,900.00	\$8,500.00
Non-State Road/Easement - Gravel or Grass Surface	\$2,250.00	\$3,000.00	\$4,000.00	\$7,000.00	\$7,500.00	\$8,250.00


Prices subject to change periodically due to vendor availability and pricing

Livingston County Water & Sewer Authority
2024 Miscellaneous Fees
 Effective 1/1/2024

	2023	2024	Inc/Dec
Violation of Water/Sewer Rules/Regulations-chg per day	\$300.00	\$300.00	-
Replacement Checkvalve 3/4"	\$80.00	\$80.00	-
Replacement Checkvalve 1"	\$90.00	\$90.00	-
Replacement Meter Back Plate	\$11.00	\$11.00	-
Bad Check (INSF)	\$20.00	\$20.00	-
Field Appointment and/or Water or Sewer Inspection (per each)	\$100.00	\$100.00	-
Manhole Raising	\$295.00	\$295.00	-
Water - Final Read/Re-read	\$35.00	\$35.00	-
Water Service Turn-on / Turn - off Fee when requested by owner (during business hours)	\$25.00	\$25.00	-
Emergency call-out during non-business hours	\$300.00	\$300.00	-
Sewer Camera and/or Cleaning use per hour - off road	\$120.00	\$120.00	-
Sewer Camera and/or Cleaning use per hour - on road	\$270.00	\$270.00	-
Straight-time rate per hour	\$53.00	\$53.00	-
Overtime rate per hour	\$80.00	\$80.00	-
No show on an appointment per incidence	\$60.00	\$60.00	-
Pick-up truck use per hour	\$23.00	\$23.00	-
Backhoe use per hour	\$44.00	\$44.00	-
Dump Truck use per hour	\$58.00	\$58.00	-
Truck & Trailer use per hour	\$75.00	\$75.00	-
Tapping Machine use per hour	\$23.00	\$23.00	-
Safety Equipment use per hour	\$19.00	\$19.00	-
Miscellaneous Equipment use per hour	\$19.00	\$19.00	-

Prices subject to change periodically due to vendor availability and pricing

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: September 15, 2023

Subject: Credit Purchase and Sale Agreement

1. Action Requested:

Board action approving a Credit Purchase and Sale Agreement with Whitestown North Solar, LLC/ Nexamp, Inc.

2. Background:

With recent increases in utility costs, specifically electric costs, we have been researching several options aside from operational efficiencies to save on electricity costs. Community solar projects have become increasingly more common and popular with residential properties. Community solar projects are any solar project or purchasing program, within a geographic area, in which the benefits flow to multiple customers such as individuals, businesses, nonprofits, and other groups. In most cases, customers benefit from energy generated by solar panels at an off-site array.

Community solar projects generate electricity from sunlight and the electricity flows through a meter to the utility grid. Community solar customers typically subscribe to a portion of the energy generated by a solar array and receive an electric bill credit for electricity generated by their share of the community solar system. The local utility then pays the community solar provider for the energy generated, and each subscriber receives a portion of the dollar value generated by their community solar subscription as a credit. Typically, this credit is applied directly to a subscriber's monthly electric bill, helping to reduce customers' electricity costs.

Recently, we were made aware of a community solar project by Nexamp Inc. that may be interested in partnering with the Authority as an anchor tenant. We were introduced to Nexamp Inc. by our Municipal Electric and Gas Alliance (MEGA) partners. Nexamp Inc. manages the complete solar project lifecycle, from development, design and construction to financing, operations and maintenance.

Nexamp is proposing that as part of the 15-year Credit Purchase and Sale Agreement, they will provide a 10.5% credit towards the Authority's supply and commodity costs for all National Grid accounts. Nearly all of the Authority's electric accounts are within the National Grid service area, and through this agreement the Authority can save up to approximately \$30,000 in annual savings. This based on the conservative assumption that 90% of the Authority's historical cost with these accounts will continue annually.

3. Financial Implications:

Unfortunately, due to changes in the utility market, all customers are experiencing an increase in electric rates. The Authority recently utilized a broker to conduct a bid process for electricity as well as working with MEGA to evaluate the best possible pricing for electricity. Based on our recent process, the Authority can expect a near 55% increase per kWh (\$.04058 to \$.06272) in electricity costs over the next year. While recent improvements to the Lakeville WWTP and upcoming improvements to the Conesus Lake Pump Stations will generate less electricity demand, costs nonetheless are going to increase.

The proposed Credit Purchase and Sale Agreement can provide the Authority with a 10.5% credit, or ~\$30,000 annual savings in electricity costs by participating in a solar community project.

In addition, the agreement provides the Authority with the ability to increase or reduce our allocation should we experience a significant increase or decrease in demand. This ensures we are able to match our credit with our usage. In addition, there is a specific section in the agreement that authorizes the Authority to drop our Lakeville WWTP account, should the Authority be interested in constructing a solar array on Authority property for the purpose of saving electric costs. A solar project is not in our immediate future, however it has been contemplated in the past, and this section keeps all options open due to the developable land available at the Lakeville WWTP.

While this agreement has a 15-year term, it provides significant flexibility to amend our allocation of electricity to best meet our needs and capture the most amount of solar credits available while receiving savings in electricity costs. There appears to be limited, if any, negative consequences to participating in this agreement.

It is recommended that the Board approve the agreement contingent upon the Authority Attorney approving the final draft of the agreement.

CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“*Agreement*”) is entered into as of _____, 2023 (the “*Effective Date*”) by and between **Whitestown North Solar LLC**, a Delaware limited liability company (“*Seller*”), and **Livingston County Water and Sewer Authority** (“*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the “*Term*”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the fifteenth (15th) anniversary of the Commercial Operations Date (the “*Termination Date*”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement may exercise one (1) option to renew this Agreement, for an additional five (5) year term.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the “*Early Termination Date*”):

- (a) by Seller, subject to Section 5.4, upon thirty (30) days’ notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date

- it should abandon the Facility as a result of an event of Force Majeure;
- (b) by Seller, in accordance with section 4.1 (regarding conditions precedent);
 - (c) by either Party, in accordance with Section 4.2 (regarding regulatory change); or
 - (d) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III TITLE; COMMERCIAL OPERATION DATE

3.1 Title.

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer's Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operations Date.

ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE

4.1 Conditions Precedent. Seller's obligations under this Agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority or the Utility. If the Facility does not so qualify to generate Credits then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the New York State Public Service Commission, the Utility, or any other Governmental Authority that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, the imposition of any non-bypassable charge(s) and/or utility rate designed to recover additional costs due to Buyer's purchase or receipt of the Credits, shall not trigger the obligation to amend this Agreement under this Section 4.2.

ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES

5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price to Seller for the Quantity of Credits associated with the Energy, as determined by the Meter. The Price is stated on Exhibit A, attached hereto and incorporated herein.

5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer under the Value of Distributed Energy Resources Program.

(a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (as determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility).

(b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.

- (c) Buyer acknowledges that Seller is relying on commitments made by Buyer under this Agreement for the Facility to receive and maintain qualification as a Community Distributed Generation Facility or a Remote Crediting Facility. Buyer agrees that it shall not take any action that would cause the Facility not to be qualified as a Community Distributed Generation Facility or a Remote Crediting Facility, and shall cooperate with Seller to assure the Facility's continued qualification.
- (d) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

5.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.
- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

5.4 Contract Adjustments.

- (a) If the Seller determines in its sole discretion that it's beneficial to submit a revised Exhibit A and B designating a new Facility, then Seller may submit a revised Exhibit A and B designating a new Facility and this Agreement shall be modified to account for the revisions, provided that the alternate Facility (i) is located within the same Utility service territory, (ii) has a Commercial Operations Date that is not substantially later than is anticipated for the original Facility (iii) satisfies the program qualification requirements, and (iv) does not materially change the estimated Quantity to be delivered to the Buyer.
- (b) Buyer may request in writing an update to the Utility Accounts, and upon consent by Seller (such consent not to be unreasonably withheld, conditioned or delayed), such updated Utility Accounts shall automatically become effective ninety (90) days after Seller's consent. Buyer represents that all Utility Accounts are for subsidiaries or Affiliates of Buyer for which Buyer is duly authorized to execute on behalf of. Notwithstanding the above, any requested amendments must be to Utility Accounts within the same utility area and the aggregate Purchase Percentage shall not be adjusted. Buyer further acknowledges that all invoices and payments for Credits with respect to allocations made to Utility accounts prior to the effective date of any updated Utility Account list shall not be affected by any such update or amendment.
- (c) If Buyer elects to pursue a behind-the-meter solar array at the wastewater treatment plant associated with utility account number 0258796119, then Buyer may request an

update to the Utility Accounts to remove such account by providing Seller with at least eighteen (18) months prior written notice and upon receipt of Buyer's notice, Seller shall, within such 18-month period, update the Utility Accounts to remove such account and reduce Buyer's Purchase Percentage to reflect the anticipated reduction in annual electricity expenditures. Further, upon Seller's receipt of Buyer's notice under this Section 5.4(c), Seller may, in its sole discretion, reduce Buyer's Purchase Percentage by the anticipated reduction in annual electricity expenditures at any time and may sell any associated Credits to any person or entity.

ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the "***Invoice***") for the amount due based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer's receipt of each Invoice. If Buyer does not pay an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual interest accrual rate is the Interest Rate.
- (c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller's obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records regarding the transactions during the other Party's normal business hours.

6.3 Invoice Disputes; Invoice Discrepancies.

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).
- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the State of New York.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.3 To the extent the financial statements are not publicly available, or if Buyer's credit rating is withdrawn or greater than two years old, Buyer shall provide to Seller, on or prior to the Effective Date and annually thereafter, a copy of the most recent year's financial statements for Buyer. [If, at any time, the Buyer or its Affiliates contract for more than ten (10) MW (DC) aggregate energy generated by any of Seller or its Affiliate's solar energy (PV) facilities,] [and the investment grade rating of the Buyer does not meet or falls below Standard & Poor's BBB- or Moody's Baa3 or Fitch's BBB ("Investment Grade"), then Seller may terminate this Agreement or require that the Buyer provide credit support from an Investment Grade counterparty in a form acceptable to Seller.] [

Article VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party:
 - i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
 - ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
 - iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it

under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH

DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.
- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

10.2 Collateral Assignment; Financing Provisions:

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:
- (i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.
 - (ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:
 - (A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;
 - (B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;
 - (C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;
 - (D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.
 - (iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility.

10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) materially diminish the Credit value to Buyer, or (iv) disallow the Facility's (x) qualification under the Value of Distributed Energy Resources Program or (y) eligibility as a Community Distributed Generation Facility or a Remote Crediting Facility, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior

to such termination.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

(a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between a senior executive of Seller, and a senior executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the “AAA”) to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.

(c) Arbitration.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the “Submitting Party”) shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the “**Responding Party**”), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant

documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any

Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

- (e) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller: Whitestown North Solar, LLC
 ATTN: Asset Management
 101 Summer Street, 2nd Floor
 Boston, MA 02110
 Email: AM@nexamp.com

With a copy to: Nexamp, Inc.
 ATTN: General Counsel
 101 Summer Street
 Boston, MA 02110
 Email: legal@nexamp.com

If to Buyer:

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, and to the extent allowed by law,

neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent; provided that Seller may disclose the existence of this Agreement with Buyer to lenders and potential financing parties.

(a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, lenders and financing parties, representatives, agents and employees who have a need to know related to this Agreement.

(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits and no Party shall issue any public announcement or statement with respect to the foregoing without the prior written consent

of the other, which shall not be unreasonably withheld, conditioned, or delayed.

12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

BUYER

SELLER

Livingston County Water and Sewer Authority

**on behalf of itself and all
Utility Account holders**

Whitestown North Solar, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“Billing Period” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“Business Day” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the New York Public Service Commission (or equivalent).

“Community Distributed Generation Facility” means an electric generation facility that satisfies all applicable requirements established by the New York State Public Service Commission in its July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings issued in Docket No. 15-E-0082, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0082 and 15-E-0751 regarding such facilities and together with any and all Tariffs applicable to such generation facilities.

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute

Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) is disclosed by the disclosing Party to a third party without a duty of confidentiality; and (f) is disclosed by the receiving Party with the written permission of the disclosing Party's prior written approval.

“Construction Commencement Date” means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

“Credits”, means the monetary value of the excess Energy generated by the Facility, which value is calculated as of the Effective Date by the Utility according to its Tariff and applied by the Utility as a bill credit to Buyer's Utility accounts; and excluding, for the avoidance of doubt, any Tax Attributes or Environmental Attributes; provided, however that Seller shall be entitled in its sole discretion to transfer the Environmental Attributes from the Facility to the Utility in accordance with the Value of Distributed Energy Resources Program rules, in order to have the Credits include the value associated with said Environmental Attributes.

“Credit Value” shall be calculated by Seller in its sole discretion and shall be determined by reference to the relevant Value of Distributed Energy Resources Program rules and the applicable Tariff, for the relevant Billing Period.

“Energy” means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attribute” means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

“Facility” means the solar (PV) power electrical generation facility or facilities identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility's electric distribution system.

“Force Majeure” means any cause not within the reasonable control of the affected

Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity (including permitting delays); acts or failures to act of the Utility, including disconnections of the Facility from the Utility system or delays in interconnection; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include any non-bypassable charge(s) designed to recover additional costs due to Buyer's purchase or receipt of the Credits, and/or any similar utility rate or any charge imposed in its place, regardless of how named or characterized (such as a “monthly minimum reliability contribution” or “MMRC”).

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“Lender” means the entity or person(s) (or any affiliate of any thereof) from time to time providing any debt or equity financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“**Meter**” means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

“**Price**” is defined on Exhibit A.

“**Purchase Percentage**” is defined on Exhibit A.

“**Quantity**” means quantity of Credits purchased by Buyer, and equals the total Credits associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

“**Remote Crediting Facility**” means an electric generation facility that satisfies all applicable requirements established by the New York State Public Service Commission in its May 14, 2020 Order Extending and Expanding Distributed Solar Incentives issued in Docket No. 19-E-0735 and later clarified in its September 17, 2020 Order Clarifying Remote Crediting Program, together with any and all supplemental or subsequent Orders issued by the New York State Public Service Commission in Docket No. 19-E-0735 regarding such facilities and together with any and all Tariffs applicable to such generation facilities.

“**Renewable Energy Certificate**” or “**REC**” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

“**Tariff**” means the Utility tariff for interconnection for distributed generation and compensation under the Value of Distributed Energy Resources Program, and as approved by the New York State Public Service Commission, together with any subsequent amendments and approvals thereto.

“**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

“**Utility**” means the electric distribution company providing service to the Facility.

“**Utility Account(s)**” means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation under the Value of Distributed Energy Resources Program. “Utility Accounts” may include but not be limited to “Satellite Accounts,”

as that term is utilized within the Value of Distributed Energy Resources Program.

“Utility Statement(s)” means the statements from the Utility, which accompanies the Buyer’s Utility Account(s).

“Value of Distributed Energy Resources Program” means the program that provides for the creation and allocation of monetary Utility bill credits pursuant to the crediting methodology known as the “Value Stack,” established by the New York State Public Service Commission (and implemented by the Tariff) pursuant to the March 9, 2017 Order on Net Energy Metering Transition, Phase One of Value of Distributed Energy Resources, and Related Matters, together with any and all supplemental Orders issued by the New York State Public Service Commission in Docket Nos. 15-E-0751 and 15-E-0082 and together with any Tariffs following therefrom.

EXHIBIT A

PRICE; and PURCHASE PERCENTAGE

“Price” equals eighty-nine and five tenths percent (89.5%) of the Credit Value for that Billing Period.

Buyer acknowledges that the Credit Value is variable and may increase or decrease from Billing Period to Billing Period in accordance with the rules of the Value of Distributed Energy Resources Program.

“Purchase Percentage” equals twenty-two and five tenths percent (22.5%) of the Energy generated during the relevant Billing Period.

EXHIBIT B

FACILITY

The Facility is the approximately 5 MW (AC) solar (PV) power electrical generation facility located at 8100 State Route 69, Oriskany, NY 13424 also described, as of the date hereof, in ISA# 00380057.



RESOLUTION NO. 2023 - 45

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN A CREDIT PURCHASE AND SALE AGREEMENT WITH WHITESTOWN NORTH SOLAR LLC

WHEREAS, The Livingston County Water and Sewer Authority (“Authority”) currently purchases electricity support water and sewer operations within several distributor service areas; and

WHEREAS, Current electricity costs have increased due to changes in the utility market; and

WHEREAS, Whitestown Northstar Solar LLC, which operates as Nexamp Inc. finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

WHEREAS, The Authority has the ability to purchase and receive solar credits from Nexamp Inc. associated with an electric generation facility within the State of New York; and now, therefore, be it,

RESOLVED, that the Livingston County Water and Sewer Authority Board hereby authorizes the Executive Director to sign any and all necessary Credit Purchase and Sale Agreement documents with Whitestown North Solar, LLC, subject to review and approval by the Authority Attorney.

September 20, 2023

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS: