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*Agenda*

June 19, 2024 at 8:00 a.m.

Watershed Education Center (Vitale Park)  
Lakeville, NY 14480

All attachments and reports may be found at  
[www.lcwsa.us](http://www.lcwsa.us)

1. Call to Order
2. Approval of Agenda
3. Open Public Hearing – Proposed Water Rate for the Town of Leicester Cuylerville Water District Customers
4. Approval of Minutes
  - a. May 15, 2024 – Regular Meeting
5. Reports
  - a. Financial Report – May 2024
  - b. Operations Report
  - c. Capital Report
  - d. Executive Director’s Report

6. Other Business

- |                         |   |
|-------------------------|---|
| Resolution No.: 2024-28 | RESOLUTION APPROVING A WATER SUPPLY AGREEMENT BETWEEN THE VILLAGE OF GENESEO AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY                                |
| Resolution No.: 2024-29 | RESOLUTION APPROVING AMENDMENT NO. 3 TO AGREEMENT FOR THE SALE OF WATER FROM THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO THE VILLAGE OF GENESEO      |
| Resolution No.: 2024-30 | RESOLUTION APPROVING THE AMENDED AND RESTATED INTERMUNICIPAL AGREEMENT BETWEEN THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY AND THE COUNTY OF LIVINGSTON |

7. Close Public Hearing

- |                         |   |
|-------------------------|---|
| Resolution No.: 2024-31 | RESOLUTION ADOPTING THE WATER RATE OF \$5.25 PER 1,000 GALLONS FOR THE TOWN OF LEICESTER CUYLerville WATER DISTRICT CUSTOMERS |
|-------------------------|---|

8. Executive Session

9. Adjournment

**Next Regular Meeting: Wednesday, July 17, 2024 @ 8:00 am**

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*Unreviewed Minutes*  
**REGULAR MEETING**  
**May 15, 2024 at 8:00 a.m.**  
**Watershed Education Center (Vitale Park)**  
**Lakeville, NY 14480**

**Members Attending:** M. McKeown, B. Ceci, T. Saunders, M. Falk, D. Higgins, and D. Fanaro

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

**Call to Order: 8:00 a.m.**

**Approval of Agenda:**

*Motion: M. Falk moved, and D. Higgins seconded to approve the agenda. Carried unanimously.*

**Approval of Minutes:**

**March 15, 2024 – Audit & Finance Committee Meeting**

*Motion: D. Higgins moved, and M. Falk seconded to approve the regular meeting minutes dated March 15, 2024. Carried unanimously.*

**April 17, 2024 - Regular Meeting**

*Motion: T. Saunders moved, and B. Ceci seconded to approve the regular meeting minutes dated April 17, 2024. Carried unanimously.*

**Reports:**

**Financial Report – April 2024**

R. Lewis reviewed the April financial report and updated the Board on the progress with the new billing software and online payments.

*Motion: M. Falk moved, and T. Saunders seconded to approve the April 2024 Financial Report. Carried unanimously.*

**Operations Report**

M. Kosakowski reviewed the Operations Report. Leak detection in South Avon, Conesus, and Leicester will be starting at the end of May.

**Capital Report**

L. Monaghan reviewed the Capital Report. THM samples have been taken at the Airport Tank since the new equipment is operational. There has been a huge improvement in the sampling numbers.

*Motion: M. Falk moved, and D. Higgins seconded to approve the April 2024 Financial Report. Carried unanimously.*

**Executive Director Report**

J. Molino reviewed:

- SCADA is working and running at 11W.
- Springwater is applying for funding for upgrades to the WWTP.
- The Village of Geneseo will have the supply and purchasing agreements on their agenda for the May 20<sup>th</sup> meeting for approval by the Board.

**Other Business:**

**Resolutions:**

- 2024-19 RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION J. Molino explained Resolutions 2024-19, 20 and 21 are required for this year's grant applications for funding for the 19 outbound pump stations throughout the LCWSA system. A condition assessment was completed by J. Molino, M. Kosakowski, and E. Weis to determine needed upgrades.  
*Motion: D. Fanaro moved, and T. Saunders seconded to approve Resolution 2024-19. Carried unanimously.*
- 2024-20 RESOLUTION TO APPROVE A FIFTEENTH SUPPLEMENTAL RESOLUTION FOR THE FINANCING OF REPLACEMENT AND INSTALLATION OF CERTAIN SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS AS HEREINAFTER DESCRIBED  
*Motion: M. Falk moved, and D. Fanaro seconded to approve Resolution 2024-20. Carried unanimously.*
- 2024-21 RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE REPLACEMENT AND INSTALLATION OF CERTAIN SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS  
*Motion: D. Fanaro moved, and D. Higgins seconded to approve Resolution 2024-21. Carried unanimously.*
- 2024-22 RESOLUTION CLASSIFYING THE LEICESTER/YORK REGIONAL WATER SUPPLY EXPANSION PROJECT IN LIVINGSTON COUNTY AS A TYPE I ACTION, ESTABLISHING LEAD AGENCY AND DETERMINING THE SIGNIFICANCE OF SUCH ACTION, AND DIRECTING THAT THE NEGATIVE DECLARATION BE PUBLISHED IN ACCORDANCE WITH SEQRA The Authority was advised to submit for additional funding based on the revised Regional Project now that it includes partnering with NYS Parks and Livingston County Nursing Home. J. Campbell read through Part 2 of EAF and the Board answered the questions to determine SEQR action.  
*Motion: D. Fanaro moved, and T. Saunders seconded to approve Resolution 2024-22. Carried unanimously.*
- 2024-23 RESOLUTION TO APPROVE A SIXTEENTH SUPPLEMENTAL RESOLUTION FOR THE ISSUANCE OF SERIAL BONDS AND/OR BOND ANTICIPATION NOTES FINANCING OF THE CONSTRUCTION AND DEVELOPMENT OF REGIONAL WATER FACILITIES, PUMP STATIONS, WATER STORAGE TANKS, WATER MAINS AND OTHER IMPROVEMENTS NOT OTHERWISE FUNDED BY GRANT FUNDING  
*Motion: M. Falk moved, and D. Fanaro seconded to approve Resolution 2024-23. Carried unanimously.*
- 2024-24 RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE LEICESTER/YORK REGIONAL WATER SUPPLY EXPANSION PROJECT IN LIVINGSTON COUNTY  
*Motion: B. Ceci moved, and T. Saunders seconded to approve Resolution 2024-24. Carried unanimously.*

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- 2024-25 RESOLUTION APPROVING AN AGREEMENT FOR THE SALE OF WATER WITH THE VILLAGE OF LEICESTER  
*Motion: M. Falk moved, and D. Higgins seconded to approve Resolution 2024-25. Carried unanimously.*
- 2024-26 RESOLUTION TO SET A PUBLIC HEARING FOR THE RATE CHANGE FOR THE TOWN OF LEICESTER CUYLerville WATER DISTRICT CUSTOMERS FOR JUNE 19, 2024 AT 8:00AM  
*Motion: T. Saunders moved, and M. Falk seconded to approve Resolution 2024-26. Carried unanimously.*
- 2024-27 RESOLUTION TO AMEND THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY WATER SERVICE RULES AND REGULATIONS  
*Motion: D. Fanaro moved, and B. Ceci seconded to approve Resolution 2024-27. Carried unanimously.*

**Adjournment: 9:33 a.m.**

*M. McKeown closed the meeting.*

# Livingston County Water and Sewer Authority

May 2024

2024

## Financial Report

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**May 2024  
Revenue & Expenses**

**REVENUE**

*2024 Budget Revenue 4,310,656*

**Year to date**                      **\$1,502,922**      **increase of \$159,928 over last year**

*Current Period*                      *\$ 968,750*

**-Retail Fees represents billing 1/1/24-4/30/24, next billing August 2024 for 5/1/24-7/31/24**

*-Retail Fees Increases \$158,121      units & rate increases, sewer rate over 14,000 (See attached Sales by District p. 11)*

**EXPENSES**

*2024 Budget Expenses -\$4,360,682*

**Year to Date Expenses \$ 1,601,418 (approx. 36.7%) increase of \$173,326 over last year**

*Current Period*                      *\$ 312,868*

*-Wages*                                      *\$ 18,637*                      *wage increases, meter replacement credit, one retirement*

*-Retirement*                                      *\$ 18,375*

*-Health Insurance*                                      *\$ 28,667*                      *plan increases, HSA increases, meter replacement credit*

*-Computer Services*                                      *\$ 16,538*                      *Ziptility*

*-Electricity*                                      *\$ 34,165*                      *Timing-rate increase*

*-Purchased Wate \$*                                      *57,338*                      *T. Leicester, COR rate adj. & additional month (see attached p. 12).*

*-Purchased Sewer*                                      *\$21,545*                      *prev. year payables, timing V. Mt. Morris (see attached p. 13)*

*-Outside O & M*                                      *\$(68,407)*                      *Sludge Hauling*

*-Other Governments*                                      *\$24,718*                      *T. Livonia-gate repairs*

CURRENT ASSETS

Cash & Cash  
Equivalents:

01 Checking - Operating	4,446.30	
03 Checking - Reserve	967,891.33	
04 Checking - Debt Reserve	1,155,636.88	
<b>Total Cash &amp; Cash Equivalents</b>	.....	<b>2,127,974.51</b>

Accounts Receivable:

01.1210	A/R Retail Service Fees	0.00	
03.1210	A/R Retail Fees	691,917.99	
01.1215	A/R Fees-Debt	0.00	
04.1215	A/R Fees Debt	135,571.65	
01.1230	A/R Accrued Billing	0.00	
01.1235	A/R Relevy	0.00	
03.1290	Other Receivables	0.00	
03.1292	Grants Receivable	0.00	
<b>Total Accounts Receivable</b>	.....		<b>827,489.64</b>

Capital Contributions  
Receiv

03.1275	Contributions Receivable	26,934.11	
<b>Total Capital Contributions Re</b>	.....		<b>26,934.11</b>

Prepaid Expenses:

01.1700	Prepaid Expenses	43,720.95	
<b>Total Prepaid Expenses</b>	.....		<b>43,720.95</b>

Funds Held for Others:

02.1100	Checking - Clearing	11,077.11	
06.1185	Checking - Funds Held for Othe	1,405.99	
<b>Total Funds Held for Others</b>	.....		<b>12,483.10</b>

<b>Total CURRENT ASSETS</b>	.....		<b>910,627.80</b>
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NON-CURRENT ASSETS

Restricted Cash:



Date 6/13/2024

Balance Sheet - Grouping

Time 2:00 PM

Balance Sheet - Grouping

Period 05/2024

May 2024

05.1160	Checking - Restricted	11,906.01	
07.1171	Checking - 2023 BAN	418,527.05	
01.1181	SLGS Debt Reserve	110,633.98	
01.1182	C8-6449-05-00-Reserve	267,177.00	
	<b>Total Restricted Cash</b>	.....	<b>808,244.04</b>
Capital Contrib			
Receivable			
01.1380	Contributions Receivable-LT	109,053.31	
01.1382	Cont. Rec.-LT Dairy Knoll	123,991.27	
	<b>Total Capital Contrib Receivab</b>	.....	<b>233,044.58</b>
Property & Equipment,			
Net Dep			
01.1410	Land	150,284.85	
01.1420	DP, Electronic, Comm Equip	638,799.88	
01.1430	Automotive Equipment	1,194,137.42	
01.1440	Bldg Maint, Tools, Machines	3,709,088.45	
01.1450	Water Distribution Systems	20,708,658.62	
01.1460	Sewer Collection Systems	30,143,792.94	
01.1470	Buildings	5,701,696.73	
01.1480	Leased Holdings Improvements	871,376.63	
01.1490	Right to Use Asset VLivonia	259,308.62	
01.1520	Accum Depr: Electronic Equip	(507,647.49)	
01.1530	Accum Depr: Automotive	(329,214.89)	
01.1540	Accum Depr: Tools, Machines	(2,145,231.54)	
01.1550	Accum Depr: Water Systems	(5,580,804.49)	
01.1560	Accum Depr: Sewer Systems	(12,443,356.41)	
01.1570	Accum Depr: Buildings	(3,111,098.50)	
01.1580	Accum. Dep-leased Holdings	(96,214.61)	
01.1590	Accum Depr Right to Use	(53,363.49)	
	<b>Total Property &amp; Equipment</b>	.....	<b>39,110,212.72</b>
Work-In-Progress			
01.1600	Work-In-Progress	5,368,975.05	
	<b>Total Work-In-Progress</b>	.....	<b>5,368,975.05</b>
Deferred Outflow Asset			
01.2200	Deferred Outflow-Pension	573,995.50	
01.2210	Deferred Outflow -OPEB	303,621.00	
	<b>Total Deferred Outflow Asset</b>	.....	<b>877,616.50</b>

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Balance Sheet - Grouping  
 May 2024

<b>Total NON-CURRENT ASSETS</b>	.....	<b>46,398,092.89</b>	
<b>TOTAL ASSETS</b>	.....	<b>49,436,695.20</b>	.....

CURRENT LIABILITIES

Accounts Payable

01.2025	Accrued Interest Payable	0.00	
01.2050	Accrued Payroll	(3,436.85)	
04.2025	Accrued Interest	28,795.00	
	<b>Total Accounts Payable</b>	.....	<b>25,358.15</b>

Current Portion Loans

Payabl			
01.2019	Loans Pay ST-D0-8746	0.00	
01.2020	Current Debt Payable	0.00	
01.2021	Current Portion-Vlivonia lease	35,980.17	
01.2022	Current Portion Debt C8-6449-0	0.00	
01.2023	2023 BAN	0.00	
04.2019	Loan Pay ST-D0-8746	3,032,338.19	
04.2020	Current Debt Payable	126,724.71	
04.2022	Cur Port Debt C8-6449-05-00	255,080.00	
07.2023	2023 BAN	1,540,000.00	
	<b>Total Current Portion Loans Pa</b>	.....	<b>4,990,123.07</b>

Fund Held for Others

01.2080	Funds Held for Others	0.00	
02.2080	Funds Held For Others	19,020.87	
06.2080	Funds Held for others	203.18	
	<b>Total Funds Held for Others</b>	.....	<b>19,224.05</b>

<b>Total CURRENT LIABILITIES</b>	.....	<b>5,034,705.27</b>
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NON-CURRENT  
 LIABILITIES

System Revenue Notes  
 Payable

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Balance Sheet - Grouping  
 May 2024

01.2100	LT Debt	0.00	
01.2101	LT Debt C8-6449-05-00	0.00	
01.2150	Lease Liability-V Livonia	151,790.45	
01.2215	Deferred Inflows	543,391.00	
01.2250	Deferred Inflow-Pension	28,676.00	
01.2270	Net Pension Liability	586,264.00	
01.2280	Total OPEB Liability	1,731,984.70	
01.2290	Compensated Absences	52,289.94	
01.2295	Retainage	0.00	
04.2100	LT Debt	3,097,600.00	
04.2101	LT Debt C8-6449-05-00	7,141,945.38	
	<b>Total System Revenue Notes Pay</b>	.....	<b>13,333,941.47</b>
	<b>Total NON-CURRENT LIABILITIES</b>	.....	<b>13,333,941.47</b>
RETAIN EARNINGS & NET POSITION			
Other			
01.3020	Unrestricted	11,639,017.54	
01.3030	Capital Assets, net debt	29,526,006.25	
01.3040	Restricted	389,506.25	
01.3050	Encumbrance Control Acct	1,238.20	
	<b>Total Other</b>	.....	<b>41,555,768.24</b>
	<b>TOTAL LIABILITIES</b>	.....	<b>59,924,414.98</b>
	Equity Balance		<b>(10,483,376.45)</b>
	And Equity Balance	.....	4,343.33

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	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	March	April	May	June	July
Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est	Est
<b>Cash on hand 1st of each month</b>	\$ 2,081	\$ 1,963	\$ 1,262	\$ 1,461	\$ 880	\$ 712	\$ 746	\$ 941	\$ 769	\$ 729	\$ 783	\$ 552	\$ 972	\$ 1,522
<b>Cash Received</b>														
Customer Billing	385.1	43.6	648.8	235.5	61	407.1	559.4	69.1	389.3	712.7	56.8	455.37	640	55
Miscellaneous	4.9	13.8	13.2	17	38.2	8.7	30.1	5.1	2	5.9	11.3	3	5	5
Debt/Project Related														
Billing Services/O & M Services			17.6			14.5	2.6			39.3		13.2		
Relevy											262.6		5	5
<b>adj. pre. Month</b>												30		
BAN/Debt/Grant/Contrib Receipts	100				322.7	297.8	451.1	297.7	50			451.1	400	50
EFC	150.8	123	131.5			178.9						167.7		
<b>Cash Balance before expenditures</b>	\$ 2,722	\$ 2,143	\$ 2,074	\$ 1,713	\$ 1,302	\$ 1,619	\$ 1,789	\$ 1,313	\$ 1,210	\$ 1,487	\$ 1,114	\$ 1,672	\$ 2,022	\$ 1,637
Operating Vouchers	320.2	783.7	420.6	244.2	384.7	436.8	430.8	344.9	415.3	425.6	351.2	366.4	300	300
Transfer to Debt/Relevy	28.4											38.3		
Project Vouchers	410.4	97.3	192	589.2	205	436.6	417.5	198.9	65.8	278.1	210.8	295.8	200	200
<b>Estimated Expenditures</b>														
Utilities														
Operating														
Projects														
<b>Cash Balance after expenditures</b>	\$ 1,963	\$ 1,262	\$ 1,461	\$ 880	\$ 712	\$ 746	\$ 941	\$ 769	\$ 729	\$ 783	\$ 552	\$ 972	\$ 1,522	\$ 1,137
Reserve Projects in Progress Budget Bal + Equipment to Purchase	339	338	344	337	336	330	280	280	266	266	265	265	265	265
<b>Unallocated Cash Balance</b>	\$ 1,624	\$ 924	\$ 1,117	\$ 543	\$ 376	\$ 416	\$ 661	\$ 489	\$ 463	\$ 517	\$ 287	\$ 707	\$ 1,257	\$ 872

Project Code	Project Name	Expenditures			Budget			Financing			Date Bega	End Date
		Expenses	Capitalized	Budget	Balance	Service Area	Funding	Grant/Contr ibuted	Reserve	Debt		
<b>DEBT &amp; REIMBURSABLE PROJECTS</b>												
31131	County Wide WaterSystem Improvements (EFC WIIA)	1,667,710.05	3,351,506.26	8,500,000	3,480,783.69	33WM/WR	DO 18746	\$ 3,000,000	\$ -	\$ 3,842,000	7/12/2019	12/31/2024
31142	LakevilleWWTP Plant Phase 2 (EFC WIIA)	1,378,437.16	4,309,052.41	5,525,016.06	(162,473.51)	32SLV	C8-6449-05-00	\$ 2,179,750	\$ -	\$ 5,525,016.06	1/1/2022	8/31/2023
31132	Groveland Sta WWTP UV/ Disinfection (WQIP)	52,011.96		657,524	605,512.04	32SD	01584GG	\$ 367,576	\$ 66,600	\$ 313,348	1/1/2022 on hold	
31121	Lakeville WWTP Chemical Feed Facility (WQIP)	471,511.30		484,850	13,338.70	32SLV	111711	\$ 198,055	\$ 38,000	\$ 248,795	1/1/2022	12/31/2023
31450	Leicester/York Regional Water Project	277,363.25										
31455	Conesus Lake PS Improvements (EFC WIIA)	467,566.19		5,000,000	4,532,433.81		C8-6449-06-00	\$ 1,250,000	\$ -	\$ 3,750,000		
31475	2023 Sewer Collection Improvements	844,559.27		1,500,000	655,440.73							
		<u>5,159,159.18</u>			<u>9,125,035.46</u>							
<b>GENERAL RESERVE PROJECTS</b>												
<b>Reserve Cash for Debt &amp; Reimbursable Projects</b>					\$ 104,600.00							
31148	SCADA System Wide Improvements	\$ 209,815.87		\$ 370,000	\$ 160,184.13						1/1/2022	12/31/2023
<b>Total General Reserve Projects</b>		<b>209,815.87</b>			<b>264,784.13</b>							
<b>Total WIP Expense ( GL 1600)</b>		<b>5,368,975.05</b>										

Profit Loss Report - Grouping Report  
 May 2024

Account Description	Year to Date Last		Current Year		Budget	Uncollected/ Uncommitted	
	Current Period May 204	Year to Date 2024	Year 2023	Change			
<b>OPERATING REVENUE:</b>							
Fees:							
4110 Retail Fees	\$ 933,683	\$ 1,319,043	\$ 1,160,922	\$ 158,121	\$ 3,907,036	\$ 2,587,993	
4120 Wholesale Fees	\$ 88	\$ 401	\$ 386	\$ 15	\$ -	\$ (401)	
4125 Wholesale Fees V Caledoni	\$ 15,677	\$ 71,475	\$ 89,609	\$ (18,134)	\$ 210,000	\$ 138,525	
<b>Total Fees...</b>	<b>\$ 949,447</b>	<b>\$ 1,390,919</b>	<b>\$ 1,250,917</b>	<b>\$ 140,002</b>	<b>\$ 4,117,036</b>	<b>\$ 2,726,117</b>	
Permit Fees:							
4200 Permits	\$ 16,850	\$ 58,460	\$ 37,390	\$ 21,070	\$ 55,000	\$ (3,460)	
<b>Total Permit Fees...</b>	<b>\$ 16,850</b>	<b>\$ 58,460</b>	<b>\$ 37,390</b>	<b>\$ 21,070</b>	<b>\$ 55,000</b>	<b>\$ (3,460)</b>	
O&M Services:							
4130 O&M Services	\$ -	\$ 23,230	\$ 23,000	\$ 230	\$ 23,230	\$ -	
<b>Total O&amp;M Services...</b>	<b>\$ -</b>	<b>\$ 23,230</b>	<b>\$ 23,000</b>	<b>\$ 230</b>	<b>\$ 23,230</b>	<b>\$ -</b>	
Other Income:							
4140 Late Fees	\$ 2,436	\$ 15,043	\$ 17,352	\$ (2,309)	\$ 52,690	\$ 37,647	
4160 Billing Services	\$ -	\$ 2,875	\$ 8,091	\$ (5,216)	\$ -	\$ (2,875)	
4410 Miscellaneous Income	\$ 16	\$ 7,395	\$ 6,244	\$ 1,151	\$ 37,500	\$ 30,105	
4415 Other Governments	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 25,200	\$ 20,200	
<b>Total Other Income...</b>	<b>\$ 2,453</b>	<b>\$ 30,313</b>	<b>\$ 31,687</b>	<b>\$ (1,374)</b>	<b>\$ 115,390</b>	<b>\$ 85,077</b>	
<b>Total OPERATING REVENUE...</b>	<b>\$ 968,750</b>	<b>\$ 1,502,922</b>	<b>\$ 1,342,994</b>	<b>\$ 159,928</b>	<b>\$ 4,310,656</b>	<b>\$ 2,807,434</b>	

OPERATING EXPENSE:

Wages & Fringes:

5010 Wages & Salaries	\$ 93,661	\$ 468,310	\$ 449,673	\$ 18,637	\$ 1,344,047	\$ 875,737
5020 Overtime	\$ 2,180	\$ 13,716	\$ 15,603	\$ (1,887)	\$ 42,530	\$ 28,814
5030 FICA	\$ 7,086	\$ 36,061	\$ 34,240	\$ 1,821	\$ 107,502	\$ 71,441
5040 Retirement	\$ -	\$ 37,561	\$ 19,186	\$ 18,375	\$ 156,018	\$ 118,458
5048 Retiree Health Insurance	\$ 2,054	\$ 16,634	\$ 8,145	\$ 8,489	\$ 56,600	\$ 39,966
5050 Health Insurance	\$ 31,974	\$ 210,542	\$ 181,875	\$ 28,667	\$ 440,257	\$ 229,715
5060 Workman's Comp/Disability	\$ -	\$ 23,389	\$ 17,638	\$ 5,751	\$ 20,141	\$ (3,248)
5070 Unemployment	\$ 237	\$ 8,255	\$ 7,827	\$ 428	\$ 15,000	\$ 6,745



Profit Loss Report - Grouping Report  
 May 2024

Account Description	Year to Date Last		Current Year		Budget	Uncollected/ Uncommitted
	Current Period May 204	Year to Date 2024	Year 2023	Change		
<b>Total Wages &amp; Fringes...</b>	<b>\$ 137,192</b>	<b>\$ 814,467</b>	<b>\$ 734,187</b>	<b>\$ 80,280</b>	<b>\$ 2,182,095</b>	<b>\$ 1,367,628</b>
Professional Services:						
6110 Legal Services	\$ 275	\$ 8,601	\$ 9,675	\$ (1,074)	\$ 30,075	\$ 21,474
6120 Engineering Services	\$ 4,750	\$ 11,820	\$ 950	\$ 10,870	\$ 53,200	\$ 41,380
6125 Project Eng	\$ -	\$ -	\$ 4,500	\$ (4,500)		
6130 Financial Services	\$ 2,278	\$ 26,074	\$ 24,495	\$ 1,579	\$ 31,500	\$ 5,426
6140 Computer Services	\$ 6,306	\$ 32,976	\$ 16,438	\$ 16,538	\$ 35,700	\$ 2,724
6150 Insurance	\$ 10,100	\$ 50,500	\$ 46,807	\$ 3,693	\$ 127,000	\$ 76,500
6190 Other Professional Servic	\$ -	\$ 2,570	\$ -	\$ 2,570	\$ 15,000	\$ 12,430
<b>Total Professional Ser...</b>	<b>\$ 23,710</b>	<b>\$ 132,541</b>	<b>\$ 102,865</b>	<b>\$ 29,676</b>	<b>\$ 292,475</b>	<b>\$ 159,934</b>
Utilities:						
6210 Electricity	\$ 33,984	\$ 124,996	\$ 90,831	\$ 34,165	\$ 287,426	\$ 162,430
6220 Gas/Heating	\$ 2,611	\$ 9,845	\$ 9,231	\$ 614	\$ 28,100	\$ 18,255
6230 Telephone	\$ 1,486	\$ 7,294	\$ 6,870	\$ 424	\$ 29,325	\$ 22,031
<b>Total Utilities...</b>	<b>\$ 38,081</b>	<b>\$ 142,134</b>	<b>\$ 106,932</b>	<b>\$ 35,202</b>	<b>\$ 344,851</b>	<b>\$ 202,717</b>
Vehicle Expense:						
6420 Vehicle Mainteance	\$ 5,249	\$ 13,553	\$ (357)	\$ 13,910	\$ 15,000	\$ 1,447
6430 Gasoline	\$ 45	\$ 8,571	\$ 9,933	\$ (1,362)	\$ 44,562	\$ 35,991
<b>Total Vehicle Expense...</b>	<b>\$ 5,294</b>	<b>\$ 22,124</b>	<b>\$ 9,576</b>	<b>\$ 12,548</b>	<b>\$ 59,562</b>	<b>\$ 37,438</b>
Purchased Water/Sewer:						
6510 Purchased Water	\$ 44,070	\$ 150,039	\$ 92,701	\$ 57,338	\$ 513,866	\$ 363,827
6515 Purchased Water MCWA	\$ 15,677	\$ 47,339	\$ 74,421	\$ (27,082)	\$ 210,000	\$ 162,661
6520 Purchased Sewer Treatment	\$ 20,395	\$ 31,520	\$ 9,975	\$ 21,545	\$ 79,500	\$ 47,980
<b>Total Purchased WA/SW...</b>	<b>\$ 80,142</b>	<b>\$ 228,898</b>	<b>\$ 177,097</b>	<b>\$ 51,801</b>	<b>\$ 803,366</b>	<b>\$ 574,468</b>
Equipment Maintenance:						
6610 Equipment Repair/Supply	\$ 346	\$ 3,549	\$ 7,893	\$ (4,344)	\$ 15,085	\$ 11,536
6625 Equipment	\$ 798	\$ 29,345	\$ 15,755	\$ 13,590	\$ 65,200	\$ 34,617
6635 Equip Lease/Rental Contra	\$ -	\$ -	\$ -	\$ -	\$ 12,200	\$ 12,200
<b>Total Equipment Mainte...</b>	<b>\$ 1,144</b>	<b>\$ 32,895</b>	<b>\$ 23,648</b>	<b>\$ 9,247</b>	<b>\$ 92,485</b>	<b>\$ 58,352</b>
Building Maintenance:						
6300 Project Exp	\$ -	\$ -	\$ 75,186	\$ (75,186)		



Profit Loss Report - Grouping Report  
 May 2024

Account Description	Year to Date Last		Current Year		Budget	Uncollected/ Uncommitted
	Current Period May 204	Year to Date 2024	Year 2023	Change		
6305 Water/Sewer Install		\$	10,700	\$	(10,700)	
6310 Outside O&M Services	\$ 4,735	\$ 47,404	\$ 26,717	\$ 20,687	\$ 159,303	\$ 111,899
6315 Water/Sewer Repair	\$ -	\$ 6,374	\$ 6,307	\$ 67	\$ 20,000	\$ 13,626
6320 Laboratory Services	\$ 1,927	\$ 9,699	\$ 9,451	\$ 248	\$ 42,000	\$ 32,301
6325 Sludge Hauling			\$ 68,407	\$ (68,407)		
6350 Refuse Collection	\$ 243	\$ 1,223	\$ 2,706	\$ (1,483)	\$ 3,000	\$ 1,777
6360 Cleaning Service	\$ 300	\$ 1,450	\$ 1,200	\$ 250	\$ 4,200	\$ 2,750
6370 Building Rent	\$ 600	\$ 3,600	\$ -	\$ 3,600	\$ -	\$ (3,600)
6620 Building Repair/Supply	\$ 1,927	\$ 73,301	\$ 43,597	\$ 29,704	\$ 91,950	\$ 18,649
6640 Customer Installation Sup	\$ 6,919	\$ 5,095	\$ 258	\$ 4,837	\$ 39,000	\$ 33,905
6650 Chemicals	\$ -	\$ 23,855	\$ -	\$ 23,855	\$ 75,500	\$ 51,645
<b>Total Building Maint...</b>	<b>\$ 16,651</b>	<b>\$ 172,001</b>	<b>\$ 244,529</b>	<b>\$ (72,528)</b>	<b>\$ 434,953</b>	<b>\$ 262,952</b>
Other Expenses:						
6340 Uniforms/Clothing	\$ -	\$ 4,446	\$ 3,525	\$ 921	\$ 10,150	\$ 5,704
6641 Other Governments	\$ -	\$ 24,718	\$ -	\$ 24,718	\$ 22,000	\$ (2,718)
6700 Permits, Fees, & Inspecti	\$ 156	\$ 3,106	\$ 1,197	\$ 1,909	\$ 24,200	\$ 21,094
6810 Postage & Freight	\$ 3,286	\$ 6,828	\$ 7,822	\$ (994)	\$ 15,800	\$ 8,972
6820 Office Supplies	\$ 704	\$ 2,408	\$ 2,456	\$ (48)	\$ 7,160	\$ 4,752
6830 Advertising	\$ 174	\$ 332	\$ 6,027	\$ (5,695)	\$ 4,390	\$ 4,058
6840 Travel & Training	\$ 6,335	\$ 14,520	\$ 8,231	\$ 6,289	\$ 26,275	\$ 11,755
<b>Total Other Expenses...</b>	<b>\$ 10,656</b>	<b>\$ 56,358</b>	<b>\$ 29,258</b>	<b>\$ 27,100</b>	<b>\$ 109,975</b>	<b>\$ 53,617</b>
Easements & Judgements:						
6870 Easements & Landtaking	\$ -	\$ -	\$ -	\$ -	\$ 40,500	\$ 40,500
6880 Judgements & Claims	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500
<b>Total Easements &amp; Judg...</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,000</b>	<b>\$ 41,000</b>
<b>Total OPERATING EXPENSE</b>	<b>\$ 312,868</b>	<b>\$ 1,601,418</b>	<b>\$ 1,428,092</b>	<b>\$ 173,326</b>	<b>\$ 4,360,762</b>	<b>\$ 2,758,106</b>
<b>GAIN/LOSS BEFORE DEPRECIATION</b>	<b>\$ 655,882</b>	<b>\$ (98,496)</b>			<b>\$ (50,106)</b>	<b>\$ 49,628</b>
Depreciation Expense:						
6910 Deprec Expense-non contri	\$ 72,493	\$ 355,632	\$ 316,752	\$ 38,880	\$ -	\$ (355,632)



Profit Loss Report - Grouping Report  
 May 2024

Account Description	Year to Date Last		Current Year		Budget	Uncollected/ Uncommitted
	Current Period May 204	Year to Date 2024	Year 2023	Change		
6920 Deprec Expense-contribute	\$ 55,532	\$ 277,658	\$ 290,621	\$ (12,963)	\$ -	\$ (277,658)
<b>Total Depreciation Exp...</b>	<b>\$ 128,025</b>	<b>\$ 633,290</b>	<b>\$ 607,373</b>	<b>\$ 25,917</b>	<b>\$ -</b>	<b>\$ (633,290)</b>
OPERATING GAIN/LOSS	\$ 527,858	\$ (731,786)			\$ (50,106)	\$ 682,918
<b>NON-OPERATING REVENUE/</b>						
Non-Operating Income:						
4115 Retail Fees-Debt Related	\$ 185,226	\$ 254,671	\$ 176,626	\$ 78,045	\$ 723,779	\$ 469,108
4300 Restricted Revenue	\$ 1,697	\$ 13,999	\$ 116	\$ 13,883	\$ -	\$ (13,999)
7110 Interest Income	\$ 9,771	\$ 37,397	\$ 35,687	\$ 1,710	\$ -	\$ (37,397)
<b>Total Non-Oper Income...</b>	<b>\$ 196,694</b>	<b>\$ 306,066</b>	<b>\$ 212,429</b>	<b>\$ 93,637</b>	<b>\$ 723,779</b>	<b>\$ 417,713</b>
Non-Operating Expense:						
8110 Interest Expense	\$ -	\$ 6,447	\$ 11,963	\$ (5,516)	\$ -	\$ (6,447)
8140 Debt Fees	\$ -	\$ 10,872	\$ 8,375	\$ 2,497	\$ -	\$ (10,872)
<b>Total Non-Operat Expen...</b>	<b>\$ -</b>	<b>\$ (17,319)</b>	<b>\$ 20,338</b>	<b>\$ (3,019)</b>	<b>\$ -</b>	<b>\$ 17,319</b>
Total NON-OPERATING	\$ 196,694	\$ 288,748			\$ 723,779	\$ 435,031
NET GAIN/LOSS BEFORE CONTRIB	\$ 196,694	\$ 288,748			\$ 723,779	\$ 435,031
<b>CAPITAL CONTRIBUTIONS</b>						
Grant Revenue:						
9110 Grant & Donation Revenue	\$ 167,730	\$ 167,730	\$ 38,667	\$ 129,063	\$ -	\$ (167,730)
<b>Total Grant Revenue...</b>	<b>\$ 167,730</b>	<b>\$ 167,730</b>	<b>\$ 38,667</b>	<b>\$ 129,063</b>	<b>\$ -</b>	<b>\$ (167,730)</b>
Contributed Capital:						
Total CAPITAL CONTRIBUTIONS	\$ 167,730	\$ 167,730			\$ -	\$ (167,730)
CHANGE IN NET ASSETS.....	\$ 892,282	\$ (275,308)			\$ 673,673	\$ 950,219





Sales by District

District	Feb-23	Feb-24	% (+/-)	May-23	May-24	% (+/-)
SA	\$ 22,951	\$ 27,058	17.90	\$ 23,967	\$ 26,875	12.13
SA-2	\$ 9,704	\$ 10,947	12.82	\$ 10,131	\$ 10,920	7.78
SD	\$ 8,463	\$ 8,984	6.16	\$ 8,333	\$ 8,876	6.52
SL-1	\$ 5,809	\$ 6,626	14.06	\$ 9,528	\$ 8,668	(9.02)
SL-2	\$ 273,408	\$ 453,768	65.97	\$ 280,487	\$ 293,550	4.66
SL-4	\$ 13,748	\$ 13,556	(1.39)	\$ 13,087	\$ 13,522	3.32
SL-5	\$ 16,363	\$ 16,733	2.27	\$ 15,834	\$ 17,087	7.91
SL91	\$ 71,874	\$ 73,462	2.21	\$ 69,138	\$ 71,709	3.72
SM1	\$ 10,826	\$ 13,065	20.68	\$ 12,346	\$ 13,445	8.90
SM-2	\$ 7,693	\$ 10,713	39.25	\$ 7,683	\$ 8,313	8.20
WA1	\$ 11,922	\$ 7,561	(36.58)	\$ 13,312	\$ 8,054	(39.50)
WB	\$ 4,275	\$ 5,614	31.33	\$ 4,116	\$ 4,436	7.77
WC	\$ 3,099	\$ 3,168	2.23	\$ 2,975	\$ 3,291	10.62
WM1	\$ 10,532	\$ 11,755	11.61	\$ 10,516	\$ 12,176	15.78
WM2	\$ 1,318	\$ 1,947	47.71	\$ 1,288	\$ 2,152	67.05
WRWL-GROV	\$ 11,941	\$ 12,267	2.73	\$ 11,295	\$ 11,704	3.62
WR1	\$ 27,127	\$ 29,755	9.68	\$ 26,673	\$ 29,874	12.00
WR10	\$ 9,539	\$ 10,791	13.13	\$ 9,373	\$ 10,425	11.22
WR11	\$ 1,183	\$ 1,462	23.66	\$ 1,103	\$ 1,444	30.84
WR13	\$ 766	\$ 785	2.60	\$ 607	\$ 672	10.79
WR14	\$ 62,868	\$ 81,100	29.00	\$ 71,627	\$ 80,367	12.20
WR2	\$ 5,629	\$ 6,494	15.36	\$ 5,517	\$ 5,940	7.67
WR3	\$ 273	\$ 294	7.93	\$ 277	\$ 304	9.72
WR4	\$ 26,716	\$ 29,529	10.53	\$ 24,726	\$ 28,625	15.77
WR5	\$ 31,311	\$ 35,528	13.47	\$ 30,291	\$ 33,263	9.81
WR6	\$ 3,051	\$ 3,568	16.96	\$ 2,922	\$ 3,514	20.28
WR7	\$ 98,513	\$ 114,263	15.99	\$ 91,821	\$ 101,642	10.70
WR8	\$ 22,058	\$ 24,264	10.00	\$ 21,077	\$ 24,055	14.13
WRH1	\$ -	\$ 92	100.00	\$ 70	\$ 88	25.14
WR91	\$ 53,551	\$ 57,619	7.60	\$ 49,620	\$ 55,753	12.36
W1LIMA	\$ 3,309	\$ 3,528	6.61	\$ 2,988	\$ 5,268	76.27
W2LIMA	\$ 9,512	\$ 9,485	(0.28)	\$ 9,584	\$ 10,226	6.70
W3LIMA	\$ 2,875	\$ 2,970	3.33	\$ 2,879	\$ 2,770	(3.76)
W4LIMA	\$ 603	\$ 655	8.64	\$ 496	\$ 590	18.86
T Leic		\$ 23,373			\$ 23,335	
LEIC36		\$ 4,536			\$ 4,713	
<b>TOTALS</b>	<b>\$ 842,810</b>	<b>\$ 1,117,320</b>	<b>\$ 274,509</b>	<b>\$ 845,689</b>	<b>\$ 937,646</b>	<b>\$ 91,956</b>

X .333 \$ 280,656 \$ 372,067

**Purchased Water 2024 vs 2023**

**As of  
5/31/2024**

2023	
Vcaledonia Payable	\$ (239)
City of Roch Payable	\$ (25,000)
Tavon Payable	\$ (3,534)

2024	
Vcaledonia Payable	\$ (1,169)
V Avon	\$ (4,866)
City of Roch Payable	\$ (35,025)
Tavon Payable	\$ (3,780)
Village of Lima	\$ (11,305)
Town of Leicester	\$ (14,118)

Increase/Decrease  
\$ (930)  
\$ (4,866)  
\$ (10,025)  
\$ (246)  
\$ (11,305)  
\$ (14,118)

**WB**

Pd Date	TAVON	Period	Amount
2.1.23		10.28.22-1.25.23	\$ 4,893
5.3.23		1.26.23-4.25.23	\$ 5,219
8.2.23		4.23.23-7.26.23	\$ 5,716
11.1.23		7.27.23-10.24.23	\$ 6,069

**WB**

Pd Date	TAVON	Period	Amount
2.1.23		10.25.23-1.29.24	\$ 7,266
5.15.24		02.1.24-04.25.24	\$ 2,963

\$ 2,373  
\$ (2,257)

**WA**

Pd Date	VAVON	Period	Amount
2.15.23		11.1.22-1.30.23	\$ 8,144
6.7.23		2.1.23-4.30.23	\$ 9,825
8.1.23		5.1.23-7.31.23	\$ 5,799
11.1.23		8.1.23-10.31.23	\$ 5,427

**WA**

Pd Date	VAVON	Period	Amount
2.7.24		11.1.23-1.31.24	\$ 5,711
5.15.24		02.01.24-04.30.24	\$ 6,587

\$ (2,433)  
\$ 6,587

**WC**

VCaledonia			
Pd Date		Period	Amount
4.5.23		12.8.22-3.6.23	\$ 942
7.19.23		3.6.23-6.8.23	\$ 1,075
10.4.23		6.8.23-9.7.23	\$ 1,021

**WC**

VCaledonia			
Pd Date		Period	Amount
1.10.24		9.7.23-12.11.23	\$ 968
4.4.24		12.11.23-3.7.24	\$ 1,075

\$ 968  
\$ 133

**WR**

City of Roch			
Pd Date		Period	Amount
3.1.23		11.28.22-1.30.23	\$ 50,802
3.15.23		1.27.23-2.27.23	\$ 25,208
5.3.23		2.23.23-3.28.23	\$ 26,265
6.7.23		3.29.23-4.29.23	\$ 26,248
7.5.23		4.29.23-5.29.23	\$ 23,632
8.2.23		5.29.23-6.29.23	\$ 34,561
9.6.23		6.30.23-7.29.23	\$ 29,427
10.4.23		7.28.23-8.29.23	\$ 24,592
11.1.23		8.29.23-9.29.23	\$ 22,601
12.20.23		10.1.23-10.31.23	\$ 22,797
12.20.23		11.1.23-11.30.23	\$ 23,489

**WR**

City of Roch			
Pd Date		Period	Amount
1.17.24		12.1.23-12.31.23	\$ 22,025
2.9.24		12.31.23-1.31.24	\$ 26,999
3.20.24		1.31.24-2.23.24	\$ 43,503
4.17.24		2.23.24-3.26.24	\$ 29,877
5.15.24		03.27.24-04.26.24	\$ 34,520

\$ 22,025  
\$ 26,999  
Includes \$13,008 rate adj  
\$ (7,299)  
\$ 4,669  
\$ 8,255

8.2.23	V Lima	\$ 8,175
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Vlima

1.17.24	V Lima	5517
	V Lima	
	V Lima	

\$ 5,517

Tleicester

10/31/23	10/31/23-12/31/23	14,118
11/27/24	11/27/24-1/31/24	19,173

\$ 14,118  
\$ 19,173

\$ 57,338

**Purchased Sewer 2024 vs 2023**

**As of  
5/31/2024**

Payable

		2023	
Village of Avon			\$ (4,733)
Village of Mt. Morris			\$ (11,491)

SA

Pd Date	VAvon	Period	Amount
2.15.23		11.4.22-2.3.23	7467
5.17.23		2.4.23-4.25.23	8051

SM

Pd Date	VMt.Morris	Period	Amount
3.1.23		11.1.22-1.31.23	10682

Payable

		2024	
Village of Avon		\$ (3,508.00)	\$ 1,225
Village of Mt. Morris		\$ (7,558.00)	\$ 3,933

SA

Pd Date	VAvon	Period	Amount	
2.21.24		11.1.23-1.31.24	9189.46	\$ 1,722
5.15.24		2.1.24-4.30.24	9148.14	\$ 1,097

SM

Pd Date	VMt.Morris	Period	Amount	
2.21.24		11.1.24-1.31.24	13001	\$ 2,319
5.15.24		2.1.24-4.30.24	11247	\$ 11,247

\$ 21,544

3

**Disbursements 5/1/24-5/31/24**

Operating disbursements	\$ 366,490.14
Capital Project disbursements	\$ 295,808.72
Debt Payments	<u>\$ 0</u>
<b>Total Disbursement</b>	<b>\$ 662,298.86</b>

Livingston County WSA  
 Vendor Activity - Cash Disbursements - Board Meeting - Operating Expense Overview  
 From 5/1/2024 through 5/31/2024

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
<b>ALS Group USA*</b>						
	5/1/2024	Samples 04/04/24	6320	Laboratory Services	189.00	4572
	5/15/2024	Samples 04/18/24	6320	Laboratory Services	202.00	4606
	5/15/2024	Samples 04/18/24	6320	Laboratory Services	389.00	4606
	5/15/2024	Samples 04/25/24	6320	Laboratory Services	189.00	4606
	5/1/2024	Samples 04/11/24	6320	Laboratory Services	189.00	4572
	5/1/2024	Samples 04/04/24	6320	Laboratory Services	202.00	4572
<b>Transaction Total</b>					<b>1,360.00</b>	
<b>Armory Associates*</b>						
	5/1/2024	Actuary Services GASB75	6130	Financial Services	1,950.00	4573
<b>Transaction Total</b>					<b>1,950.00</b>	
<b>Benefactor Funding Corp*</b>						
	5/15/2024	Samples 04/22/24	6320	Laboratory Services	270.00	4607
	5/15/2024	Samples 05/02/24	6230	Telephone	54.00	4607
	5/1/2024	Samples 04/10/24	6320	Laboratory Services	27.00	4574
	5/1/2024	Samples 04/10/24	6320	Laboratory Services	270.00	4574
<b>Transaction Total</b>					<b>621.00</b>	
<b>Bob Johnson Ford*</b>						
	5/15/2024	2024 Ford F250 Vin 8172	1430	Automotive Equipment	60,700.00	4608
<b>Transaction Total</b>					<b>60,700.00</b>	
<b>C &amp; B Small Engine Repair*</b>						
	5/15/2024	Ferris Mower Blades	6610	Equipment Repair/Supply	71.75	4609
<b>Transaction Total</b>					<b>71.75</b>	
<b>CSEA Employee Benefit Fund Dental</b>						
	5/15/2024	Vision and Dental 06/01/24 - 06/30/24	5050	Health Insurance	296.41	4610
	5/15/2024	Vision and Dental 06/01/24 - 06/30/24	5050	Health Insurance	511.76	4610
	5/15/2024	Vision and Dental 06/01/24 - 06/30/24	5050	Health Insurance	114.05	4610
	5/15/2024	Vision and Dental 06/01/24 - 06/30/24	5050	Health Insurance	5.75	4610
	5/15/2024	Vision and Dental 06/01/24 - 06/30/24	2050	Accrued Payroll	753.02	4610
	5/15/2024	Vision and Dental 06/01/24 - 06/30/24	5050	Health Insurance	15.96	4610
<b>Transaction Total</b>					<b>1,696.95</b>	
<b>CSEA, Inc*</b>						
	5/1/2024	Union Dues 04/12/24, 04/26/24	2050	Accrued Payroll	535.42	4575
<b>Transaction Total</b>					<b>535.42</b>	
<b>Casella Waste Services*</b>						
	5/15/2024	05/01/24-05/31/24	6350	Refuse Collection	242.52	4611
<b>Transaction Total</b>					<b>242.52</b>	
<b>Chase Card Services*</b>						
	5/13/2024	04/03/24 - 05/02/24	6620	Building Repair/Supply	340.00	64
	5/13/2024	04/03/24 - 05/02/24	6610	Equipment Repair/Supply	32.95	64
	5/13/2024	04/03/24 - 05/02/24	6840	Travel & Training	199.00	64
	5/13/2024	04/03/24 - 05/02/24	6840	Travel & Training	199.00	64
	5/13/2024	04/03/24 - 05/02/24	6840	Travel & Training	199.00	64
	5/13/2024	04/03/24 - 05/02/24	6610	Equipment Repair/Supply	231.92	64
	5/13/2024	04/03/24 - 05/02/24	6420	Vehicle Maint/Repair	4.49	64
	5/13/2024	04/03/24 - 05/02/24	6620	Building Repair/Supply	-892.10	64
	5/13/2024	04/03/24 - 05/02/24	6820	Office Supplies	171.76	64
	5/13/2024	04/03/24 - 05/02/24	6810	Postage	42.14	64

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	5/13/2024	04/03/24 - 05/02/24	6810	Postage	8.05	64
	5/13/2024	04/03/24 - 05/02/24	6840	Travel & Training	33.12	64
	5/13/2024	04/03/24 - 05/02/24	6610	Equipment Repair/Supply	9.11	64
	5/13/2024	04/03/24 - 05/02/24	6430	Gasoline	45.00	64
	5/13/2024	04/03/24 - 05/02/24	6625	Purchased Equipment	798.00	64
	5/13/2024	04/03/24 - 05/02/24	6810	Postage	8.05	64
	5/13/2024	04/03/24 - 05/02/24	6810	Postage	1.87	64
	5/13/2024	04/03/24 - 05/02/24	6810	Postage	2.59	64

**Transaction Total 1,433.95**

**City Treasurer, Rochester, NY\***

5/15/2024	03/27/24 - 04/26/24	6510	Purchased Water	34,520.29	4612
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**Transaction Total 34,520.29**

**Clark Patterson Lee\***

5/15/2024	Outbound Pump Station Eval 04/01/24-	6120	Engineering Services	4,750.00	4613
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**Transaction Total 4,750.00**

**Colacino Industries Inc\***

5/15/2024	Network monitoring 06/01/24 - 06/30/24	6230	Telephone	445.00	4614
5/15/2024	Network monitoring 06/01/24 - 06/30/24	6230	Telephone	90.00	4614
5/15/2024	Network monitoring 06/01/24 - 06/30/24	6230	Telephone	45.00	4614

**Transaction Total 580.00**

**Commercial Automotive\***

5/15/2024	2021 Chevy 2500 BE1201 NYS inspect	6420	Vehicle Maint/Repair	26.00	4615
5/15/2024	2022 Ford BF5691 Oil change, 4 tires,	6420	Vehicle Maint/Repair	958.98	4615

**Transaction Total 984.98**

**Complete Payroll\***

5/10/2024	PR 10 (4.21.24-5.4.24)	5030	FICA	1,104.19	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5030	FICA	68.87	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5030	FICA	43.97	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5020	Overtime	213.92	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5010	Wages & Salaries	13,587.61	62
5/24/2024	PR 11 (05.05.24-05.18.24)	5010	Wages & Salaries	20,062.16	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5010	Wages & Salaries	7,361.18	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5010	Wages & Salaries	516.26	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5010	Wages & Salaries	847.53	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5010	Wages & Salaries	13,657.46	65
5/10/2024	PR 10 (4.21.24-5.4.24)	6130	Financial Services	210.57	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5070	Unemployment	116.88	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5030	FICA	1,658.66	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5030	FICA	632.40	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5020	Overtime	425.12	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5020	Overtime	33.03	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5010	Wages & Salaries	20,196.74	62
5/24/2024	PR 11 (05.05.24-05.18.24)	6130	Financial Services	117.51	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5070	Unemployment	120.03	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5030	FICA	1,714.38	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5030	FICA	637.06	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5030	FICA	45.89	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5030	FICA	69.00	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5030	FICA	1,111.86	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5020	Overtime	996.29	65
5/10/2024	PR 10 (4.21.24-5.4.24)	5010	Wages & Salaries	7,356.86	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5010	Wages & Salaries	508.00	62
5/10/2024	PR 10 (4.21.24-5.4.24)	5010	Wages & Salaries	847.53	62
5/24/2024	PR 11 (05.05.24-05.18.24)	5020	Overtime	47.49	65
5/24/2024	PR 11 (05.05.24-05.18.24)	5020	Overtime	464.09	65

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
					<b>Transaction Total</b>	<b>94,772.54</b>
<b>Core and Main LP*</b>	5/15/2024	Sensus Support 06/29/24-06/28/25	6140	Computer Services	2,451.36	4616
					<b>Transaction Total</b>	<b>2,451.36</b>
<b>Dimmick Group Peterbilt*</b>	5/1/2024	Repair Peterbilt 337 Dump Truck	6420	Vehicle Maint/Repair	3,509.55	4579
					<b>Transaction Total</b>	<b>3,509.55</b>
<b>Excellus Health Plan-Group*</b>	5/15/2024	06/01/24 - 06/30/24	5050	Health Insurance	170.08	4617
	5/15/2024	06/01/24 - 06/30/24	2050	Accrued Payroll	2,105.27	4617
	5/15/2024	06/01/24 - 06/30/24	5048	Retiree Health Insurance	2,053.83	4617
	5/15/2024	06/01/24 - 06/30/24	5050	Health Insurance	3,622.61	4617
	5/15/2024	06/01/24 - 06/30/24	5050	Health Insurance	513.46	4617
	5/15/2024	06/01/24 - 06/30/24	5050	Health Insurance	17,670.03	4617
	5/15/2024	06/01/24 - 06/30/24	5050	Health Insurance	9,053.65	4617
					<b>Transaction Total</b>	<b>35,188.93</b>
<b>F.W. Webb*</b>	5/1/2024	Leicester Water Service	6620	Building Repair/Supply	439.60	4581
	5/15/2024	Water Tap for 7033 Big Tree Rd	6640	Customer Installation Supplie	1,637.15	4618
					<b>Transaction Total</b>	<b>2,076.75</b>
<b>Firematic Supply Company*</b>	5/1/2024	Fire Extinguisher inspection	6700	Permits/Fees/Inspections	156.00	4582
					<b>Transaction Total</b>	<b>156.00</b>
<b>Five Corners Repair*</b>	5/15/2024	Patch hole in Sludge and Storage Tank	6310	Outside O & M Services	765.00	4619
					<b>Transaction Total</b>	<b>765.00</b>
<b>Frontier Communications*</b>	5/1/2024	Entrance Chamber 03/23/24-04/22/24	6230	Telephone	5.63	4584
					<b>Transaction Total</b>	<b>5.63</b>
<b>Genesee Lumber Inc*</b>	5/1/2024	Blocks for stock	6620	Building Repair/Supply	43.84	4586
	5/15/2024	Lakeville Drying Bed repair	6620	Building Repair/Supply	118.83	4621
	5/15/2024	Mortar mix - Manholes in Village	6620	Building Repair/Supply	66.00	4621
	5/15/2024	Mortar mix - Manholes in Village	6620	Building Repair/Supply	66.00	4621
	5/15/2024	Mortar Mix Manholes in Village	6620	Building Repair/Supply	16.50	4621
	5/15/2024	Mortar mix - Manholes in Village	6620	Building Repair/Supply	66.00	4621
	5/15/2024	Groveland toilet repair	6620	Building Repair/Supply	8.59	4621
	5/15/2024	Shop supplies	6620	Building Repair/Supply	22.32	4621
	5/1/2024	Curb stops	6620	Building Repair/Supply	9.20	4586
	5/1/2024	Manholes in the Village	6620	Building Repair/Supply	73.77	4586
	5/1/2024	Admin Building door lock	6620	Building Repair/Supply	62.49	4586
	5/1/2024	Blocks for stock	6620	Building Repair/Supply	15.95	4586
	5/1/2024	Plant supplies	6620	Building Repair/Supply	2.49	4586
	5/1/2024	Manholes in Village	6620	Building Repair/Supply	66.00	4586
	5/1/2024	Lockset for Airport Tank	6620	Building Repair/Supply	62.49	4586
					<b>Transaction Total</b>	<b>700.47</b>
<b>Grainger*</b>	5/1/2024	Gear Oil for Clarifier	6620	Building Repair/Supply	187.90	4587
	5/15/2024	Lab supplies - markers	6620	Building Repair/Supply	19.85	4622
					<b>Transaction Total</b>	<b>207.75</b>
<b>Hach Company*</b>						

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	5/1/2024	Surfactants	6620	Building Repair/Supply	211.46	4588
<b>Transaction Total</b>					<b>211.46</b>	
<b>JB Evans &amp; Sons, LLC*</b>						
	5/1/2024	Asbestos Training Courses	6840	Travel & Training	5,500.00	4590
<b>Transaction Total</b>					<b>5,500.00</b>	
<b>Jackson Welding &amp; Gas Products*</b>						
	5/15/2024	Cylinder Rental	6620	Building Repair/Supply	40.64	4624
<b>Transaction Total</b>					<b>40.64</b>	
<b>Layer 3 Technologies*</b>						
	5/1/2024	Electronics Recycling Fee	6140	Computer Services	20.00	4591
	5/1/2024	Subscriptions and Duo 05/15/24-06/29,	1700	Prepaid Expenses	2,450.63	4591
	5/15/2024	Tablet shipping charge	6140	Computer Services	30.75	4625
	5/1/2024	Subscriptions and Duo 05/15/24-06/29,	6140	Computer Services	3,804.37	4591
<b>Transaction Total</b>					<b>6,305.75</b>	
<b>Lifetime Benefit Solution*</b>						
	5/31/2024	Lump together EP 71-79 Lifetime Ben t	2050	Accrued Payroll	862.75	83
	5/29/2024	05.29.2020 J. Molino	2050	Accrued Payroll	10.00	80
<b>Transaction Total</b>					<b>872.75</b>	
<b>Molino, Jason*</b>						
	5/1/2024	Cell phone allowance 05/01/24 - 05/31/	6230	Telephone	50.00	4592
	5/15/2024	Replacement for check 4369 Lost	6230	Telephone	50.00	4626
<b>Transaction Total</b>					<b>100.00</b>	
<b>Monaghan, Lauren*</b>						
	5/1/2024	Cell phone allowance 05/01/24 - 05/31/	6230	Telephone	50.00	4593
<b>Transaction Total</b>					<b>50.00</b>	
<b>Monroe County Water Authority*</b>						
	5/15/2024	03/28/24 - 04/30/24	6515	Purchased Water MCWA	15,676.63	4627
<b>Transaction Total</b>					<b>15,676.63</b>	
<b>NRG Business Marketing - Direct Enr</b>						
	5/1/2024	02/10/24-04/10/24	6220	Gas/Heating	444.22	4594
<b>Transaction Total</b>					<b>444.22</b>	
<b>NYS Employees Retirement System*</b>						
	5/22/2024	May 2024 Employee Retirement	2050	Accrued Payroll	1,768.66	67
	5/22/2024	May 2024 Employee Retirement	2050	Accrued Payroll	218.00	82
<b>Transaction Total</b>					<b>1,986.66</b>	
<b>NYS Deferred Compensation Plan*</b>						
	5/10/2024	PR 10 (4.21.24-5.4.24)	2050	Accrued Payroll	1,426.70	61
	5/24/2024	PR 11 (05.05.24-05.18.24)	2050	Accrued Payroll	1,561.21	66
<b>Transaction Total</b>					<b>2,987.91</b>	
<b>NYSEG*</b>						
	5/15/2024	04/09/24 - 05/08/24	6210	Electricity	195.50	4628
	5/15/2024	04/09/24 - 05/08/24	6210	Electricity	292.53	4628
	5/15/2024	04/09/24 - 05/08/24	6220	Gas/Heating	128.42	4628
	5/15/2024	04/09/24 - 05/08/24	6220	Gas/Heating	74.45	4628
	5/15/2024	04/09/24 - 05/08/24	6220	Gas/Heating	263.24	4628
<b>Transaction Total</b>					<b>954.14</b>	
<b>National Grid*</b>						
	5/15/2024	03/23/24-04/22/24	6210	Electricity	182.13	4629
	5/15/2024	03/23/24-04/22/24	6210	Electricity	20.20	4629



<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	5/15/2024	03/23/24-04/22/24	6210	Electricity	257.38	4629
	5/15/2024	03/23/24-04/22/24	6210	Electricity	11,640.67	4629
	5/15/2024	03/23/24-04/22/24	6210	Electricity	14,219.42	4629
	5/15/2024	03/23/24-04/22/24	6210	Electricity	650.16	4629
	5/15/2024	03/23/24-04/22/24	6210	Electricity	157.17	4629
	5/15/2024	03/23/24-04/22/24	6210	Electricity	6,213.24	4629
<b>Transaction Total</b>					<b>33,340.37</b>	
<b>Penny Lane Printing*</b>						
	5/15/2024	ID Cards summer interns	6310	Outside O & M Services	25.00	4630
	5/15/2024	May 2024 Billing Statements	6310	Outside O & M Services	527.80	4630
	5/15/2024	May 2024 Billing Statements	6830	Advertising	174.21	4630
	5/1/2024	Annual Report Printing	6310	Outside O & M Services	160.00	4595
	5/15/2024	May 2024 Billing Statements	6810	Postage	3,223.42	4630
<b>Transaction Total</b>					<b>4,110.43</b>	
<b>Piranha Tec Dr LLC*</b>						
	5/15/2024	Building Rent 06/01/24 - 06/30/24	6370	Building Rent	600.00	4631
<b>Transaction Total</b>					<b>600.00</b>	
<b>Pittsburg Tank &amp; Tower Maintenance</b>						
	5/15/2024	4270 Shelly Road Tank Inspection	6310	Outside O & M Services	2,500.00	4632
<b>Transaction Total</b>					<b>2,500.00</b>	
<b>Rochester Gas &amp; Electric*</b>						
	5/1/2024	03/14/24 - 04/16/24	6220	Gas/Heating	21.67	4596
	5/1/2024	03/14/24 - 04/16/24	6220	Gas/Heating	1,215.11	4596
	5/1/2024	03/14/24 - 04/16/24	6210	Electricity	110.46	4596
	5/1/2024	03/14/24 - 04/16/24	6210	Electricity	45.16	4596
	5/1/2024	03/14/24 - 04/16/24	6220	Gas/Heating	407.44	4596
	5/1/2024	03/14/24 - 04/16/24	6220	Gas/Heating	56.48	4596
<b>Transaction Total</b>					<b>1,856.32</b>	
<b>Safe Driver Solutions*</b>						
	5/1/2024	DOT Random Drug Screening	6310	Outside O & M Services	78.00	4597
<b>Transaction Total</b>					<b>78.00</b>	
<b>ServiceMaster*</b>						
	5/1/2024	04/01/24 - 04/30/24	6360	Cleaning Services	300.00	4598
<b>Transaction Total</b>					<b>300.00</b>	
<b>Sign Blazer*</b>						
	5/15/2024	Vehicle Graphics - 2	6310	Outside O & M Services	153.75	4633
<b>Transaction Total</b>					<b>153.75</b>	
<b>Staples Contract &amp; Commercial*</b>						
	5/1/2024	Office supplies	6820	Office Supplies	70.46	4600
	5/15/2024	Label Maker Lab	6620	Building Repair/Supply	112.85	4634
	5/15/2024	Office supplies	6820	Office Supplies	60.20	4634
<b>Transaction Total</b>					<b>243.51</b>	
<b>Target Pest Control of NY, INC*</b>						
	5/1/2024	Exterior Pest Spraying	6310	Outside O & M Services	525.00	4601
<b>Transaction Total</b>					<b>525.00</b>	
<b>The Diesel Shop*</b>						
	5/1/2024	Repairs 2021 Peterbilt Dump Truck	6420	Vehicle Maint/Repair	749.57	4602
<b>Transaction Total</b>					<b>749.57</b>	
<b>Ti-Sales Inc*</b>						
	5/15/2024	Meter and Materials	6640	Customer Installation Supplik	5,282.08	4635

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
<b>Toshiba American Business Solution</b>					<b>Transaction Total</b>	<b>5,282.08</b>
	5/15/2024	HP 606 05/02/24-08/01/24	6820	Office Supplies	64.80	4636
	5/1/2024	04/15/24 - 05/15/24	6820	Office Supplies	337.02	4603
<b>Town of Avon*</b>					<b>Transaction Total</b>	<b>401.82</b>
	5/15/2024	Water - 02/01/24-04/25/24	6510	Purchased Water	2,962.56	4637
<b>USA Blue Book*</b>					<b>Transaction Total</b>	<b>2,962.56</b>
	5/15/2024	marking paint	6620	Building Repair/Supply	221.85	4638
	5/1/2024	Curb Box repair supplies	6620	Building Repair/Supply	83.85	4604
	5/1/2024	Lab supplies	6620	Building Repair/Supply	135.48	4604
	5/1/2024	Nitrile Gloves lab	6620	Building Repair/Supply	205.55	4604
	5/15/2024	Hydrant Oil	6620	Building Repair/Supply	119.90	4638
<b>Verizon Wireless*</b>					<b>Transaction Total</b>	<b>766.63</b>
	5/15/2024	05/02/24 - 06/01/24	6230	Telephone	746.66	4639
<b>Village of Avon*</b>					<b>Transaction Total</b>	<b>746.66</b>
	5/15/2024	Water #3 Caledonia 02/01/24 - 04/30/24	6510	Purchased Water	6,587.40	4640
	5/15/2024	Sewer 02/01/24 - 04/30/24	6520	Purchased Sewer Treatment	9,148.14	4641
<b>Village of Mt Morris*</b>					<b>Transaction Total</b>	<b>15,735.54</b>
	5/15/2024	02/01/24 - 04/30/24	6520	Purchased Sewer Treatment	11,246.90	4642
<b>Webster Szanyi LLP*</b>					<b>Transaction Total</b>	<b>11,246.90</b>
	5/15/2024	Legal Services 04/15/24 - 04/29/24	6110	Legal Services	275.00	4643
<b>Western NY Water Work Conference*</b>					<b>Transaction Total</b>	<b>275.00</b>
	5/1/2024	J. Hauslauer	6840	Travel & Training	45.00	4605
	5/1/2024	B. Phillips	6840	Travel & Training	45.00	4605
	5/1/2024	J. Cucinotta	6840	Travel & Training	35.00	4605
	5/1/2024	L. Monaghan	6840	Travel & Training	35.00	4605
	5/1/2024	T. Frazier	6840	Travel & Training	45.00	4605
<b>Grand Totals...</b>					<b>366,490.14</b>	

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Livingston County WSA  
Vendor Activity - Cash Disbursements - Board Meeting - Capital Projects  
From 5/1/2024 through 5/31/2024

<u>Project #</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>PINV VEN NAME</u>	<u>Expenses</u>	<u>Check #</u>
<b>31121</b>		<b>Lakevillee WWTP Chem Feed</b>			
	5/15/2024	P31121 03/30/24 - 04/26/24	Clark Patterson Lee*	250.00	4613
	5/1/2024	P31121 - Pay App 04 - 03/01/24-03/31/24	Crane Hogan Structural Systerr	24,278.20	4578
			<b>Transaction Total</b>	<b>24,528.20</b>	
<b>31131</b>		<b>County Wide Water Improvements</b>			
	5/1/2024	P31131 02/24/24-03/29/24	Clark Patterson Lee*	17,500.00	4576
	5/1/2024	P31131 PVC Kit Connectors	Siewert Equipment Company*	175.36	4599
	5/15/2024	P31131 8 inch meter PO 2369	Ti-Sales Inc*	10,711.53	4635
	5/15/2024	P31131 - THM Removal System	Ixom Watercare Inc.*	123,861.00	4623
	5/1/2024	P31131 01/01/24 - 04/18/24 Pay App 1	Invictus Electrical LLC*	42,252.20	4589
			<b>Transaction Total</b>	<b>194,500.09</b>	
<b>31132</b>		<b>Groveland Station UV</b>			
	5/1/2024	P31132 01/01/24 - 03/29/24	Clark Patterson Lee*	600.00	4576
			<b>Transaction Total</b>	<b>600.00</b>	
<b>31148</b>		<b>SCADA System Wide Improvements</b>			
	5/15/2024	P31148 - Detailed Design 03/30/24 - 04/27/24	GHD Services Inc*	600.00	4620
			<b>Transaction Total</b>	<b>600.00</b>	
<b>31455</b>		<b>Conesus Lake PS Improvements</b>			
	5/15/2024	P31455 - SCADA relocation 03/30/24-04/27/24	GHD Services Inc*	15,018.99	4620
	5/15/2024	P31455 - PS 11W 03/30/24 - 04/27/24	GHD Services Inc*	3,645.00	4620
	5/1/2024	P31455 Prof Services 01/01/24 - 01/27/24	GHD Services Inc*	4,264.50	4585
	5/1/2024	P31455 11W Conesus Lake - Pay App 1	EYW Companies LLC*	46,697.25	4580
			<b>Transaction Total</b>	<b>69,625.74</b>	
<b>31475</b>		<b>2023 Sewer Collection Improvements</b>			
	5/1/2024	P31475 - Furnace Plant	Fisher Scientific*	3,531.75	4583
	5/1/2024	P31475 Air Oven	Fisher Scientific*	2,422.94	4583
			<b>Transaction Total</b>	<b>5,954.69</b>	
			<b>Grand Totals...</b>	<b>295,808.72</b>	

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## LCWSA OPERATIONS REPORT

June 19, 2024

### Water and Sewer Work Program

Customer Work Orders	Staff completed 67 workorders down 3 from last month
UFPO	Staff completed 103 stakeouts down 31 from last month
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing was completed.

### Water Work Program

Hydrant Painting	The hydrant painters are doing very well. They have completed some of the hydrants in the Livonia Center and Hemlock Districts. All of the Village of Livonia and have a little over half done on East Lake Rd.
Water service and Main line valve repair	Staff repaired a service line and also a main line valve.
Curb box replcement	Staff replaced 2- curb boxes and rods and repaired 1
New Water taps	Staff completed 5 new Water Taps

### Sewer Work Program

Cleaning and televising	Staff went down to Springwater and cleaned and televised the effluent line at the Wastewater Plant
Manhole rim and covers	Staff is working on manhole frame and covers

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**LCWSA CAPITAL PROJECTS REPORT**

**June 19, 2024**

**31131 Countywide Water System Improvements**

Contract 2A - Chlorine System improvements	CPL is working on the close out documents
Contract 2B - THM Removal	Closing out Contract now THM at Airport tank are down to 11 !!
Shelly Tank	CPL has started preliminary design on a new water tank; Working with Village on transfer of property/easements, going with a prestressed concrete tank style with options of 2-3 MG; will be clearing land to do soil borings this month
Meter Replacements	All customer meters have been replaced with the exception of some that need additional plumbing work; and some larger meters that will be completed this spring
Big Tree Water Improvements	Additional scope of work added to the project to transfer 44 service lines from the 10" AC main over to the newer 16" & 20" main; work to be completed in the Spring/summer.
SCADA	Reviewing water assets in need of upgrades.

**31138 Comprehensive SCADA System Evaluation**

	11W implementation is almost complete. WWTP getting online with SCADA software. Developing bid specification for 25 lake stations.
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**31142 Lakeville WWTP Upgrades - Phase 2 + UV**

	Working on final punch list items/issues.
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**31121 Lakeville WWTP - Chemical Feed Facility**

	Closing out contract and working on reimbursement for Grant funds
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**31450 Leicester-York Regional Water Supply Project**

	Project management agreement with County for approval. Water supply agreements with the Village and Town of Geneseo and Town of York for approval this month, finalizing design RFP to issue in July
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**31455 Conesus Lake Pump Station Improvements**

	CPL working on design docs. We will be creating a website for the project to keep the public informed of the schedule, we will also keep the CLA informed as well
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**31475 2023 Sewer Collection Improvements**

Manhole Covers	Working on Manholes in the Town of Livonia area as well as East Lake Rd in preparing of early fall paving.
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**Space Needs Assessment**


	New conceptual layouts have started and should be available for review at the July board meeting
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**Camp Run EPG**

	RFP is out, proposals are due back by June 28th, will award to a consultant at the July Board meeting
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To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: June 13, 2024

Subject: Leicester/York Regional Water Supply Expansion Project

- 1. Action Requested:** Board approval of two water supply agreements with the Village of Geneseo and one project management agreement with Livingston County. All three agreements are necessary for the Authority to manage the Leicester/York Regional Water Supply Expansion Project (the “Water Supply Project”), purchase water from the Village to service Leicester customers and provide water to the Village as part of the Water Supply Project.
- 2. Background:** The Water Supply Project has been finalized with respect to projects, distribution routes and participating municipalities. After significant revisions throughout 2023, Scenario 7C, which includes the additional partners of the Village of Geneseo, Town of Geneseo, Letchworth State Park and Livingston County Nursing Home, has been approved by the NYS Department of Health. The attached agreements are required to commence the engineer selection process to design the project and provide construction administration and resident inspection services.

The Water Supply Agreement with the Village of Geneseo allows for the Authority to purchase water directly from the Village of Geneseo once the Rt. 39/63/20A transmission main is installed as part the Water Supply Project. This agreement also includes a water rate calculation process to ensure the Authority is purchasing water from the Village of Geneseo at a reasonable rate reflecting the production cost to produce water.

The Amendment No. 3 is amending a current agreement between the Village and Authority in which the Authority is the supplier of water to the Village. The amendment provides for improvements to be made to the Village Water Plant and water storage tank as part of the Water Supply Project.

The Project Management Agreement with Livingston County provides for the Authority to manage the Akzo Settlement funded improvements as part of the Water Supply Project. The agreement provides for the Authority to lead, in collaboration with the participating municipalities and the County, the design and construction of the Akzo Settlement funded improvements. The agreement also provides for the County to pay the Authority Akzo Settlement funds for improvements that have been identified as part of the project.

- 3. Financial Implications:** Total project costs for the Water Supply Project are estimated to be \$35,800,000. Below is an overview of confirmed and possible commitments for improvements as part of the Water Supply Project.

Akzo Settlement Funds	\$13,700,000
Letchworth State Park	\$5,700,000
Town/Village of Avon	\$1,800,000
Livingston County	<u>\$1,300,000</u>
	\$22,500,000

In addition, the Authority has secured a \$5,000,000 grant and interest free long-term financing through EFC. However, the Authority has applied for additional grant funding through EFC, which qualifies the Authority to receive up to \$14,320,000. If received this would be in lieu of the current \$5,000,000 grant.

The Authority has also applied for an additional \$1,000,000 in grant funding through the LGE program.

# WATER SUPPLY AGREEMENT

BETWEEN

**THE VILLAGE OF GENESEO**

AND

**LIVINGSTON COUNTY WATER & SEWER AUTHORITY**

This Agreement entered into on \_\_\_\_\_, 2024, by and between the **Village of Geneseo**, a New York municipal corporation with offices at 119 Main Street, Geneseo, NY 14454 (the "Village") and the **Livingston County Water and Sewer Authority**, a public benefit corporation, having an office at 1997 D'Angelo Drive, Post Office Box 396, Lakeville, New York, 14480 (the "Authority"). The Village and the Authority may be collectively referred to herein as the "Parties" or individually as "Party".

## WITNESSETH

**WHEREAS**, each of the Parties currently owns and operates various water distribution improvements within their jurisdictional limits, which may include water transmission mains, pump stations, water towers, fire hydrants, valves, water services, and water meters that cumulatively are referred to herein as the "Water Distribution Improvements"; and

**WHEREAS**, the Village additionally owns and operates a water treatment plant (the "Village Water Treatment Plant") and a water storage facility that together supply water to the Village of Geneseo and also provide wholesale water to the Towns of Geneseo, York and Leicester (through the Town of York); and

**WHEREAS**, the Town of Leicester and the Authority have previously entered into a long-term agreement (the "Leicester Lease Agreement"), wherein the Authority maintains, operates, repairs and replaces the facilities of the Town of Leicester water system and provides water service to its Leicester customers; and

**WHEREAS**, the Village Water Treatment Plant is designed to treat and produce up to 2.0 million gallons per day ("MGD") of water and through an existing interconnection with the Authority, the Village has access to an additional approximately 500,000 gallons per day, increasing the Village's Water Treatment Plant permit allowance for total water production to 2.5 MGD; and

**WHEREAS**, on December 23, 2014, an Order on Consent and Administrative Settlement was entered into by and among the State of New York, the County of Livingston (the "County"), and Akzo Nobel Salt Inc. ("Akzo Nobel") for purposes of addressing future water-related impacts resulting from the Retsof Salt Mine collapse that occurred on March 12, 1994 (the "Order"). The Order required Akzo Nobel to pay \$20,000,000.00 (the "Akzo Nobel Settlement Funds") jointly to New York State and the County with the understanding that the funds would be used to mitigate



the impacts of the mine collapse as they relate to the potable water supply within the Livingston County, primarily the Towns of Leicester and York (the “Impacted Communities”); and

**WHEREAS**, after considerable planning and engineering review, the Leicester/York Regional Water Supply Expansion Project (the “Water Supply Project”) has been proposed to achieve the County’s interest in providing enhanced public drinking water infrastructure and supply for the Impacted Communities, as well as supporting regional interests of providing greater access to affordable, safe drinking water for all Parties; and

**WHEREAS**, the Parties desire to achieve assurance of access to adequate supply of safe drinking water to accommodate current and future residential, commercial, industrial and agricultural water demands, desire stable and affordable water rates, and desire to work together cooperatively to develop a water supply and distribution system that will meet the collective needs of their respective customers; and

**WHEREAS**, the Village, through the Village Water Treatment Plant and with the additional capacity provided through its interconnection with the Authority, is desirous of providing potable water to the Authority; and

**WHEREAS**, the Authority desires to purchase wholesale water from the Village; and

**WHEREAS**, the Parties wish to memorialize the terms under which such water supply shall be provided by the Village to the Authority; and

**WHEREAS**, the Village is authorized to enter into this Agreement pursuant to Article 11 of the Village Law of the State of New York; and

**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 is thereby authorized to enter into this Agreement; and

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the promises and covenants contained in this Agreement, the Parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

### **1. Definitions**

- 1.1. **“Agreement”** means this Water Supply Agreement, as the same may be amended.
- 1.2. **“Calendar Day”** means all days of the week, including Saturdays, Sundays and public holidays.
- 1.3. **“Force Majeure”** means the delay, hindrance or prevention from the performance of any act required hereunder (other than the payment of money) by reason of acts of God,

- strikes, lockouts, labor troubles, inability to procure materials (including water or energy), power, casualty, inclement weather, governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the services or doing the acts required by this Agreement; the time for performance of any such service or act shall be extended for a period equivalent to the period of the delay.
- 1.4. **“GPD”** means gallons per day.
  - 1.5. **“Production Cost of Water”** means all costs directly related to operation, maintenance, and repair of the Village Water Facilities (as defined below) which have been identified in Appendix A, including payroll and other personnel costs, utilities, supplies, chemicals, contract services, and reasonably applicable administrative costs of operating the Village Water Facilities.
  - 1.6. **“Purchaser”** means the Authority as a buyer of wholesale water from the Village.
  - 1.7. **“Substantially Complete”** or **“Substantial Completion”** shall mean that all construction and inspection processes related to the improvements in Appendix B, have been completed and are capable of allowing the delivery of water as anticipated herein, only with the exception of minor punch-list items that are determined through the inspection process, such as but not limited to minor landscaping and restoration and finish items that do not impact the ability of the Village to supply water to the Authority as set forth herein.
  - 1.8. **“Village Water Facilities”** means the water system of the Village of Geneseo related to its production and storage of water (but not including its water transmission system (the “Village Distribution System”), including the source of water supply, the Village Water Treatment Plant located at 4448-4449 Blue Heron Dr., Geneseo, New York, and the water storage system, including the water storage tank located at 4523 Reservoir Rd., Geneseo, New York, (the “Geneseo Water Storage Tank”) as well as the works, instrumentalities, or parts thereof and appurtenances thereto, lands, easements, rights in lands and water rights, rights of way, contract rights, franchises, approaches, connections dams, reservoirs, water mains and pipe lines, pumping stations and equipment, and any other property, real, personal or mixed, incidental to and included in such source of supply and such system or parts thereof, and any improvements, extensions and betterments, now or hereafter constructed, acquired or made by the Village of Geneseo.
  - 1.9. **“Water Distribution System”** means all piping and appurtenances that serve all water customers within a specific political jurisdiction.

## 2. Commencement Date

- 2.1. For purposes of this Agreement the "Commencement Date" and effective date of the annual wholesale water rate shall be the date certified by the Authority as the date on which the improvements identified in Appendix B have been Substantially Completed and the Village is able to provide the Authority with the water supply anticipated in this Agreement.
  - 2.1.1. Prior to the Commencement Date, the Parties agree to work collaboratively to determine the initial annual wholesale water rate, utilizing the approach outlined in Section 6 of this Agreement.

## 3. Village of Geneseo Responsibilities and Obligations

- 3.1. Water Supply. Beginning on the Commencement Date, the Village agrees to supply wholesale water as needed to the Purchaser for use by customers of Purchaser. This water will come from the Village Water Treatment Plant and/or Hemlock Lake, through the interconnection between the Authority and the Village. The water shall be chlorinated and filtered at the Village Water Treatment Plant.
- 3.2. Water Quality. All water supplied by the Village pursuant to this Agreement shall meet all applicable Federal and New York State requirements, including, without limitation, the provisions of the New York Sanitary Code. Subject to the design capacity and capability of the Village Water Facilities and Village Water Distribution System, the Village shall manage, operate, and maintain the same so that water transmitted from the Village Water Facilities meets or exceeds the minimum drinking water standards as established by the United States Environmental Protection Agency ("EPA"), the New York State Department of Health ("DOH") and the DEC as they are applicable.
  - 3.2.1 There shall be a trace (0.02 mg/L minimum) of chlorine entering the Purchaser's system, as well as good faith efforts by the Village to maintain a maximum of 50 ug/L of Disinfection By-Product ("DBP's") entering the Purchaser's system.
  - 3.2.2 It is mutually agreed by the Parties that high levels of trihalomethanes ("THM's") are an ongoing concern within all Water Distribution Systems, and that specific capital improvements, as part of an anticipated Water Supply Project, are intended to address higher THM's. The Parties agree during the Term of this Agreement to work cooperatively to address water quality concerns throughout their Water Distribution Systems that might impact the quality of water delivered to Purchaser.

- 3.3. Water Pressure and Continuity of Service. It is understood and agreed that the Village makes no guarantee as to water pressure, quantity or continuity of service, and shall not be held liable for loss or damage from a pressure deficiency or failure in the supply of water, whether caused by shutting off the water in case of accident or for alterations, extensions, connections or repairs, or for any cause other than set forth herein.
- 3.3.1. In the event of an emergency, the Village shall have the right to shut off or reduce the flow of water for such periods as are reasonably necessary. The Village will attempt to notify Purchaser of any such emergency as soon as possible.
- 3.3.2. In all cases other than emergencies, the Village shall have the right to shut off or reduce the flow of water only as necessary, and it must give Purchaser written notice at least forty-eight (48) hours prior to any shut off or flow reduction. In these non-emergency situations, the Village will reasonably attempt to confirm receipt by Purchaser of the 48-hour notification to ensure that Purchaser can provide appropriate notification to their customers and make any adjustments to its water delivery system as necessary. If greater than 48-hour notification can be reasonably provided, the Village will provide as much advanced notice as possible.
- 3.3.3. The Village shall restore service and make water available as soon as it can reasonably do so.
- 3.3.4. If requested by the Village in writing, the Purchaser shall issue a *conserve water advisory* upon the same terms as applicable to similarly situated Village retail customers.
- 3.4. The Village shall have no responsibility for maintaining the quality, quantity, pressure, and/or continuity of service of water after the Connection Point (hereafter defined in Section 5) with Purchaser.

#### 4. Purchaser Responsibilities and Obligations

- 4.1. Purchaser shall not allow any additional demands on its Water Distribution Systems, outside the Village, that would measurably reduce the prior levels of pressure, water quality or fire flow capability at any location within the Village, unless approved in writing by the Village in advance.
- 4.1.1. For those increased demands approved by the Village, Purchaser shall, at its cost, install appropriate improvements to the Village Water Distribution System to mitigate any such negative impact(s).
- 4.2. For all water to be supplied by Purchaser to the Impacted Communities, or to other jurisdictions that become customers of Purchaser as a result of the completion of the

Water Supply Project, Purchaser agrees to procure such water exclusively from the Village pursuant to this Agreement, unless the Village is unable to provide adequate water supply to meet the Purchaser's needs.

5. Connection Point and Master Meter

5.1. The Village shall provide water to the Purchaser at a point of connection approximately located at the intersection of Rt. 39-Mt.Morris Rd. and South St. in the Village ("Connection Point"). This location will be finalized upon the design and completion of the Water Supply Project.

5.2. The Parties agree that all master meters associated with this Agreement shall be maintained within the accuracy limits specified for repair of meters in the then latest revision of the AWWA standards for testing cold water meters, Series C-700. The Parties shall cooperate to provide testing of meters as recommended in those standards or on an as-needed basis.

5.2.1. Each Party shall have the right to test any master meter associated with this Agreement at any reasonable time, at its own expense, upon advanced written notice to the other Party.

5.2.2. Purchaser shall own and maintain the master meter at the Connection Point, shall bear all costs of maintaining and replacing the meter as necessary.

5.2.3. In the event the master meter is found to be malfunctioning or registering water inaccurately, Purchaser shall promptly repair or replace the master meter at its expense.

6. Formulation of Water Rates and Billing. It is understood and agreed that the improvements as part of the Water Supply Project shall benefit the Parties and as a result, a fair and equitable wholesale water rate shall be charged to the Purchaser in accordance with this Section.

6.1. Each year the Village will propose an annual budget for the Production Cost of Water from the Village Water Facilities. The process to determine the Production Cost of Water is outlined in Appendix A. The Village shall establish the wholesale water rate on an annual basis. This rate shall be used for billing purposes during each one-year period from June 1<sup>st</sup> through May 31<sup>st</sup>.

6.1.1. During transition to the annual wholesale water rate as outlined in Section 6.1, the Parties agree to the following Rate of Return ("ROR"), which shall be added to the annual wholesale rate charged to Purchaser. The ROR will be applied according to the following schedule:

<b>Commencement Date to May 31<sup>st</sup> of that year</b>	<b>June 1<sup>st</sup> of year 2</b>	<b>June 1<sup>st</sup> of year 3</b>	<b>June 1<sup>st</sup> of year 4</b>	<b>June 1<sup>st</sup> of year 5</b>
\$1.50/1,000	\$1.35/1,000	\$1.20/1,000	\$.60/1,000	\$.50/1,000

Example – starting on Commencement Date and continuing through May 31<sup>st</sup> of next year:

$$\begin{array}{r}
 \text{Production Cost of Water rate} = \quad \$1.90/1,000 \text{ gallons} \\
 + \\
 \text{Rate of Return} = \quad \underline{\$1.50/1,000 \text{ gallons}} \\
 \text{Water rate charged to Purchaser} \quad \quad \quad \$3.40/1,000 \text{ gallons}
 \end{array}$$

- 6.1.2. Effective June 1<sup>st</sup> of the sixth year after the Commencement Date, the ROR will continue at \$.30/1,000 gallons supplied to Purchaser for the remainder of this Agreement. The ROR for the period after June 1<sup>st</sup> of the sixth year, will not be adjusted otherwise unless this Agreement is amended in writing by the Parties.
- 6.2. In advance of establishing the wholesale water rate for the upcoming year and no later than March 31<sup>st</sup> of each year, the Village will prepare and circulate to Purchaser, the annual budget for the Village Water Facilities that will include the proposed annual wholesale water rate calculation used in Appendix A.
- 6.2.1. The Purchaser will have until April 30<sup>th</sup> to review, comment and/or meet with the Village on the proposed budget and annual wholesale water rate.
- 6.2.2. The Village will make a good-faith effort to promptly provide all budgetary and related information regarding the proposed budget and annual wholesale water rate as may be requested by the Purchaser as part of its review.
- 6.3. The Parties shall make a good faith effort to resolve any issues regarding the proposed budget and annual wholesale water rate on or before May 1<sup>st</sup>.
- 6.3.1. Should the Parties not be able to agree to the proposed budget and annual wholesale water rate, they shall follow the process set forth in Section 9.2 hereafter.
- 6.3.2. Unless any of the Parties elect to arbitrate the matter, as set forth in Section 9.3, and unless the Parties agree otherwise, the proposed annual wholesale water rate shall become effective June 1<sup>st</sup>.
- 6.4. On or about September 1<sup>st</sup> of each year, the Parties shall meet to calculate the actual plant rate for water production for the June 1<sup>st</sup> through May 31<sup>st</sup> period of the preceding year. The actual plant rate for water production shall take the paid expenditures from

the preceding year's adopted Production Cost of Water, divided by the total plant production for the preceding year. The first calculation of the actual plant rate shall be made on or about September 1<sup>st</sup> that occurs after one full year following the Commencement Date, for the preceding Village fiscal year ending May 31<sup>st</sup>.

- 6.4.1. The Village shall thereafter do a reconciliation by applying the actual plant rate for water production, to the volume of water consumed by Purchaser during the same period (June 1<sup>st</sup> – May 31<sup>st</sup> of the prior year) to determine whether the Purchaser is due a credit or has an outstanding balance due with regard to the water consumed and paid for, utilizing the annual wholesale water rate.
- 6.4.2. Such reconciliation showing either a credit due or additional charge due shall be provided in writing to the Purchaser.
- 6.4.3. Should the Parties not be able to agree on the calculation of the actual plant rate for water production, or the amount of any adjustment due as a result of the reconciliation using the actual plant rate for water production, they shall follow the process set forth in Section 9.2 hereafter.
- 6.4.4. Unless any of the Parties elect to arbitrate the matter, as set forth in Section 9.3, and unless the Parties agree otherwise, the Village shall credit or reimburse Purchaser for any overpayment, or Purchaser shall credit or reimburse the Village for the any additional amount owed, as the case may be, within ninety (90) calendar days of the date the written notice is given by the Village to Purchaser.
- 6.5. The Village agrees not to charge a base charge, meter charge for master meter, or any other charge to Purchaser not specifically provided for herein.
- 6.6. Transmission of water to the Purchaser through existing Village Water Facilities and the Village Water Distribution System shall be at no additional charge or fees unless otherwise stated in this Agreement.
- 6.7. The Village shall provide Purchaser with a detailed invoice for water metered and billed on not less than a quarterly basis. Payment is due twenty-five (25) calendar days after the invoice is delivered.
- 6.8. The Village shall be responsible for providing Purchaser with written notice, as timely as reasonably possible, if any unexpected expenditures or revenues are forecasted and/or identified by the Village as it relates to wholesale water costs and revenues within any given fiscal year (June 1<sup>st</sup> through May 31<sup>st</sup>).

## 7. Indemnities, Liability, and Insurances

- 7.1. Each of the Parties hereto shall indemnify (“Indemnifying Party”) and hold the other Party, its officers, board members, employees and agents (“Indemnified Parties”) harmless, to the fullest extent allowed by law, from and against any and all liability, damage, expense, cause of action, suits, claims, penalties, judgments or costs (including reasonable attorney fees), arising from injury to person or property, sustained by anyone, resulting from the respective operation of all or any part of its water infrastructure that is used in furtherance of supplying water as called for in this Agreement (including the Village Water Facilities and both Party’s Water Distribution Systems) by the Indemnifying Party, when said damage or injury is caused by or is due to negligence attributable to the Indemnifying Party.
- 7.2. No party shall be responsible to the other or to third parties, for damages or costs of any nature, relating to any failure of the Village Water Facilities or any Water Distribution System when such failure is occasioned through no fault of the Village and/or Purchaser or by an Act of God or by cause or event beyond reasonable control.

## 8. Term of Agreement.

- 8.1. The term of this Agreement shall be for 30 years from the Commencement Date of this Agreement.

## 9. Miscellaneous

- 9.1. The Parties shall designate one or more respective contact persons for purposes of day-to-day interpretation, communications, coordination, and administration of this Agreement. Initially, the representatives shall be the Village Director of Public Works and the Authority Executive Director. Any changes to these designations shall be immediately communicated to the other Party in writing. These representatives may designate other personnel within their respective organization to contact for specific reasons.
- 9.2. For all disputes or matters requiring interpretation, an attempt will be made by the designated representatives (Section 9.1 above) to first resolve all such issues. If they are unable to resolve the issue, it shall be submitted to a committee consisting in total of four (4) members; two (2) Board members from each Party, chosen by the Village Mayor and the Authority Board Chairperson, respectively, who shall resolve the dispute after receiving input from administrative, technical, and legal staff of each Party as appropriate. The Parties may also engage mediation services as deemed appropriate.
- 9.3. If a dispute remains amongst the Parties after Section 9.2 has been exhausted, any Party may dispute a matter of this Agreement by demanding final binding arbitration in



Rochester, New York in accordance with the commercial rules of the American Arbitration Association. The Parties shall be entitled to conduct discovery proceedings in accordance with the provisions of the Federal Rules of Civil Procedure, subject to any limitation imposed by the arbitrator. Upon the conclusion of any arbitration proceedings hereunder, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached by him or her and shall deliver such documents to each party to this Agreement along with a signed copy of the award and such determination shall be final and binding upon each of the Parties. The arbitrator shall have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of the Agreement.

- 9.4. Any notices given pursuant to this Agreement will be deemed to have been given if by certified mail, return receipt requested, if:

To the Village: Village of Geneseo  
119 Main Street  
Geneseo, New York 14454

To the Authority: Livingston County Water and Sewer Authority  
1997 D'Angelo Drive  
Post Office Box 396  
Lakeville, New York 14480

- 9.5. No Party shall assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.

- 9.6. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party(ies) against whom it is asserted. Any consent by any Party(ies) to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such Party.

- 9.7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without giving effect to its conflict of laws provisions.

- 9.8. This Agreement sets forth the entire understanding between the Parties. This Agreement supersedes all prior or contemporaneous representations, discussion,

negotiations, letters, proposal agreements and understandings between the parties, whether written or oral. This Agreement may be amended, modified, or supplemented only in writing (an “Amendment”) duly executed by an authorized representative of each Party.

- 9.9. Except for the payment of amount when due hereunder, any Party(ies) shall be excused from failures or delays in delivery of performance hereunder if such failure or delay is attributable to a Force Majeure Event.
- 9.10. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on all Parties. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and absent an original signature, shall constitute the original signature.
- 9.11. This Agreement will only become effective upon the following: 1) the contemporaneous execution of the Amendment No. 3 to the Agreement for the Sale of Water from the Livingston County Water and Sewer Authority to the Village of Geneseo, memorializing the terms under which wholesale water supply shall be provided by the Authority to the Village; and 2) commencement of the Water Supply Project and Substantial Completion of the of the improvements in Appendix B.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers the day and year first above-written.

VILLAGE OF GENESEO

(SEAL)

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

MAYOR

LIVINGSTON COUNTY WATER & SEWER  
AUTHORITY - PURCHASER

(SEAL)

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

EXECUTIVE DIRECTOR

DRAFT



## **APPENDIX A**

### **Production Cost of Water**

*(will include spreadsheets, need to compute annual wholesale water cost as well as directions, descriptions and variables.)*

DRAFT

## **APPENDIX B**

### **IMPROVEMENTS TO BE CONSTRUCTED BY PURCHASER**

Approximately 18,000 linear feet of 8-inch diameter water main from the Village of Geneseo south along Rt. 63 and Rt. 20A through the Towns of Geneseo and Leicester connecting to the existing Town of Leicester system.

DRAFT



**RESOLUTION NO. 2024 - 28**

**RESOLUTION APPROVING A WATER SUPPLY AGREEMENT BETWEEN THE VILLAGE OF GENESEO AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**

**WHEREAS**, the Village of Geneseo, a New York municipal corporation with offices at 119 Main Street, Geneseo, NY 14454 (the “Village”) and the Livingston County Water and Sewer Authority, a public benefit corporation, having an office at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York, 14480 (the "Authority”). The Village and the Authority may be collectively referred to herein as the “Parties” or individually as “Party”, and

**WHEREAS**, each of the Parties currently owns and operates various water distribution improvements within their jurisdictional limits, which may include water transmission mains, pump stations, water towers, fire hydrants, valves, water services, and water meters that cumulatively are referred to herein as the “Water Distribution Improvements”; and

**WHEREAS**, the Village additionally owns and operates a water treatment plant (the “Village Water Treatment Plant”) and a water storage facility that together supply water to the Village of Geneseo and also provide wholesale water to the Towns of Geneseo, York and Leicester (through the Town of York); and

**WHEREAS**, the Town of Leicester and the Authority have previously entered into a long-term agreement (the “Leicester Lease Agreement”), wherein the Authority maintains, operates, repairs and replaces the facilities of the Town of Leicester water system and provides water service to its Leicester customers; and

**WHEREAS**, the Village Water Treatment Plant is designed to treat and produce up to 2.0 million gallons per day (“MGD”) of water and through an existing interconnection with the Authority, the Village has access to an additional approximately 500,000 gallons per day, increasing the Village’s Water Treatment Plant permit allowance for total water production to 2.5 MGD; and

**WHEREAS**, after considerable planning and engineering review, the Leicester/York Regional Water Supply Expansion Project (the “Water Supply Project”) has been proposed to achieve the County’s interest in providing enhanced public drinking water infrastructure and supply for the Impacted Communities, as well as supporting regional interests of providing greater access to affordable, safe drinking water for all Parties; and

**WHEREAS**, the Parties desire to achieve assurance of access to adequate supply of safe drinking water to accommodate current and future residential, commercial, industrial and agricultural water demands, desire stable and affordable water rates, and desire to work together cooperatively to develop a water supply and distribution system that will meet the collective needs of their respective customers; and

**WHEREAS**, the Village, through the Village Water Treatment Plant and with the additional capacity provided through its interconnection with the Authority, is desirous of providing potable water to the Authority; and

**WHEREAS**, the Authority desires to purchase wholesale water from the Village; and

**WHEREAS**, the Parties wish to memorialize the terms under which such water supply shall be provided by the Village to the Authority; and

**WHEREAS**, the Village is authorized to enter into this Agreement pursuant to Article 11 of the Village Law of the State of New York; and

**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 is thereby authorized to enter into this Agreement, and now therefore be it,

**RESOLVED**, the Executive Director is authorized and directed to sign the Water Supply Agreement between the Village of Geneseo and Livingston County Water and Sewer Authority, subject to final review and approval by the Authority Attorney, and be it further,

**RESOLVED**, that the Agreement will only become effective upon the contemporaneous execution of the Amendment No. 3 to the Agreement for the Sale of Water from the Livingston County Water and Sewer Authority to the Village of Geneseo, memorializing the terms under which wholesale water supply shall be provided by the Authority to the Village.

June 19, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



**AMENDMENT NO. 3 to  
AGREEMENT FOR THE SALE OF WATER  
from the  
LIVINGSTON COUNTY WATER & SEWER AUTHORITY  
to the  
VILLAGE OF GENESEO**

This Amendment No. 3 (the “Amendment”), entered into on \_\_\_\_\_, 2024, by and between the **Village of Geneseo**, a New York municipal corporation with offices at 119 Main Street, Geneseo, NY 14454 (the “Village”) and the **Livingston County Water and Sewer Authority**, a public benefit corporation, having an office at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York, 14480 (the “Supplier”).

**WHEREAS**, Village and Supplier previously entered into an agreement dated March 21, 2005, as amended April 3, 2006 and October 18, 2010 (collectively referred to as the “Supplier/Geneseo Sale of Water Agreement”) to make enhancements to Supplier’s water distribution system (“Supplier Distribution System”) and to facilitate an emergency water connection to the Village water treatment plant and to provide additional water supply and source redundancy to the Village (the “Supplier/Village Interconnection”); and

**WHEREAS**, the Village water treatment plant is designed to treat 2.0 million gallons per day (“MGD”) of water, and the Supplier/Village Interconnection provides an additional approximately 350 gallons per minute (500,000 gallons per day), increasing the Village’s Water Treatment Plant permit for total water production to 2.5 MGD; and

**WHEREAS**, the Authority, pursuant to a December 19, 1996 Water Supply Agreement with the City of Rochester, New York (the “Authority/Rochester Water Supply Agreement”) is entitled to draw up to 3.0 MGD of water for use in Livingston County, outside the Town of Livonia; and

**WHEREAS**, pursuant to a February 1, 2004 Lease Agreement with the Town of Livonia, the Authority is responsible for overseeing the continuation of the Town of Livonia and City of Rochester Water Supply Agreement (the “Livonia Water Supply Agreement”), which provides Supplier up to 1 MGD of City of Rochester water for use within the Town of Livonia; and

**WHEREAS**, the Authority/Rochester Water Supply Agreement and the Livonia Water Supply Agreement (collectively referred to as the “Authority Water Supply Agreements”) cumulatively provide the Authority with up to 4 MGD of water capacity for use within Livingston County; and

**WHEREAS**, on December 23, 2014, an Order on Consent and Administrative Settlement (the “Order”) was entered into by and among the State of New York, the County of Livingston (the “County”), and Akzo Nobel Salt Inc. (“Akzo Nobel”), for purposes of addressing future drinking water-related impacts resulting from the Retsof Salt Mine collapse that occurred on March 12, 1994. The Order required Akzo Nobel to pay \$20,000,000.00 (the “Akzo Nobel

Settlement Funds”) jointly to New York State and the County, with the understanding that those funds would be used to mitigate impacts of the mine collapse related to potable water supply within the Towns of Leicester, York, Geneseo, Avon and Mount Morris (the “Impacted Communities”); and

**WHEREAS**, after considerable planning and engineering review, Supplier proposed the Leicester/York Regional Water Supply Expansion Project (the “Water Supply Project”) to achieve the County’s interest in providing enhanced public drinking water infrastructure and supply for the Town of Leicester and the Town of York, as well as supporting regional interests of providing greater access to affordable, safe drinking water; and

**WHEREAS**, the proposed Water Supply Project contemplates Village supplying wholesale water from the Village water treatment plant, in an amount not to exceed 2.0 MGD, with an additional 1.0 MGD to be made available by Supplier from additional improvements to the existing Supplier/Village Interconnection; and

**WHEREAS**, the Village and Supplier wish to memorialize herein the terms under which the additional 1.0 MGD of water may be furnished by Supplier to the Village; and

**WHEREAS**, the Village and Supplier recognize the mutual benefits to Village and Supplier customers that will result from this Amendment; and

**WHEREAS**, the Supplier and the Village are empowered to enter into this Amendment, subject to approval by their respective Boards pursuant to Public Authorities Law and Village Law, Article 11 respectively; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Duration.** The term of the Supplier/Geneseo Sale of Water Agreement is hereby modified and extended such that will continue in full force and effect for a period of thirty (30) years after the date of this Amendment.
2. **Construction of Water Supply Project Improvements.** The parties acknowledge that Supplier, as part of the Water Supply Project, will be constructing improvements to its transmission system and causing improvements to the Village water treatment plant that are being made for the sole purpose of being able to supply water to the Village pursuant to this Amendment. The improvements to be made are set forth in Exhibit A, which is attached hereto and made a part of this Amendment. Supplier agrees that it will commence the processes necessary to cause the construction of such improvements as soon as practicable after execution of this Amendment, and Supplier will make a good faith effort to ensure that the improvements are completed within two (2) years from the effective date of this Amendment.
3. **Commencement Date for Additional Water Supply.** For purposes of this Amendment, the date upon which Supplier shall begin supplying the additional water as contemplated

herein shall be the date certified by Supplier to the Village as the date when Substantial Completion is issued for the improvements identified in Exhibit A (“Commencement Date”). For purposes of this Amendment, “Substantially Complete” or “Substantial Completion” shall mean that all construction and inspection processes related to the improvements in Exhibit A, have been completed and are capable of allowing the delivery of water as anticipated herein, only with the exception of minor punch-list items that are determined through the inspection process, such as but not limited to minor landscaping and restoration and finish items that do not impact the ability of Supplier to provide the additional water supply to the Village as set forth herein.

4. **Quantity of Water.** Upon Substantial Completion, Supplier shall provide water, as needed by the Village, from the Supplier/Village Interconnection Point, at a rate of up to 700 gallons per minute or a total maximum volume of 1 MGD, except as otherwise provided in Supplier/Geneseo Sale of Water Agreement.
5. **Water Usage Rate.** Upon the Commencement Date, the Village shall pay Supplier a usage charge (“Usage Rate”) based upon the amount of water actually utilized by the Village from Supplier’s water distribution improvements at the Supplier/Village Interconnection. The Usage Rate to be paid by the Village to Supplier for water supplied pursuant to this Amendment shall be equal to 1.5 times the City of Rochester wholesale volumetric rate charged to Supplier per the Authority/Rochester Water Supply Agreement.
  - a. The Parties agree that should the scope of the Water Supply Project materially change in a way that either changes the volume of water that can be provided by Supplier to Village, or changes the costs associated with the improvements necessary in order for Supplier to provide the Village with 1 MGD of additional water, either party may require the above water usage rate to be re-negotiated.
  - b. The Parties further agree that after the Commencement Date, should other or further capital improvements be necessary in order to continue the provision of water from Supplier to the Village at the volume contemplated herein, the parties will re-open the discussion of Usage Rate, to negotiate a fair and equitable adjustment as may be justified by the costs of such additional capital improvements.
6. **General.**
  - a. Supplier shall not directly or indirectly sell, or make available for sale, water to any municipal wholesale water purchaser of the Village that is in existence as of the date this Amendment is executed, without written consent of the Village and without first utilizing any available capacity from the Village Water Facilities.
  - b. This Amendment will only become effective upon the following: 1) the contemporaneous execution of the Water Supply Agreement between the Village of Geneseo and Livingston County Water and Sewer Authority, memorializing the terms under which wholesale water supply shall be provided by the Village to the Authority for distribution pursuant to the Authority’s long-term lease and operation

agreement with the Town of Leicester and the Town of Leicester customers; and 2) commencement of the Water Supply Project and Substantial Completion of the of the improvements in Exhibit A.

**7. Miscellaneous.**

- a. Force Majeure. If the performance of this Amendment, or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, whether or not foreseeable or identifiable, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, technology failures, pandemic or other wide-spread public health concerns, fire, power failure, earthquakes, severe weather, floods or other natural disaster, the party so affected, upon giving prompt notice to the other party, shall be excused from performance to the extent of such prevention, restriction or interference.
- b. Independent Contractor. It is agreed by and between the parties that Supplier is an independent contractor and that Supplier may not in any capacity be considered an agent of the Village, or bind it to any obligation, or subject it to any liability whatsoever, except as otherwise expressly agreed in writing.
- c. Terms Not Modified Hereby. All other terms of the Supplier/Geneseo Sale of Water Agreement not otherwise modified or supplemented hereby shall continue in full force and effect and shall apply to this Amendment.
- d. Counterparts. This Amendment 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the intent that it be effective on the day and year first written above.

**VILLAGE OF GENESEO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Ivers, Mayor

**LIVINGSTON COUNTY WATER & SEWER SUPPLIER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Molino, Executive Director

## **EXHIBIT A**

### **IMPROVEMENTS TO BE CONSTRUCTED BY SUPPLIER**

Approximately 9,000 linear feet of 12-inch water main along NYS Rt. 256 from S. Lima Rd. south to connect to existing 12-inch water main at the intersection of NYS Rt. 256 and Rt. 20A.

A TTHM removal system will be installed in the 3 MG Village water storage tank.

A permanent backup generator and additional spare pumps at the Village Water Treatment Plant.

Piping changes and upsizing (to 8-inch) will be made to the interconnection between the Authority and Village Water Treatment Plant.

Addition of a 5th pump at the Hemlock Pump Station for additional water capacity to Village Water Treatment Plant.

DRAFT



**RESOLUTION NO. 2024 - 29**

**RESOLUTION APPROVING AMENDMENT NO. 3 TO AGREEMENT FOR THE SALE OF WATER FROM THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO THE VILLAGE OF GENESEO**

**WHEREAS**, the Village of Geneseo, a New York municipal corporation with offices at 119 Main Street, Geneseo, NY 14454 (the “Village”) and the Livingston County Water and Sewer Authority, a public benefit corporation, having an office at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York, 14480 (the “Supplier”), and

**WHEREAS**, Village and Supplier previously entered into an agreement dated March 21, 2005, as amended April 3, 2006 and October 18, 2010 (collectively referred to as the “Supplier/Geneseo Sale of Water Agreement”) to make enhancements to Supplier’s water distribution system (“Supplier Distribution System”) and to facilitate an emergency water connection to the Village water treatment plant and to provide additional water supply and source redundancy to the Village (the “Supplier/Village Interconnection”); and

**WHEREAS**, the Village water treatment plant is designed to treat 2.0 million gallons per day (“MGD”) of water, and the Supplier/Village Interconnection provides an additional approximately 350 gallons per minute (500,000 gallons per day), increasing the Village’s Water Treatment Plant permit for total water production to 2.5 MGD; and

**WHEREAS**, the Authority, pursuant to a December 19, 1996 Water Supply Agreement with the City of Rochester, New York (the “Authority/Rochester Water Supply Agreement”) is entitled to draw up to 3.0 MGD of water for use in Livingston County, outside the Town of Livonia; and

**WHEREAS**, pursuant to a February 1, 2004 Lease Agreement with the Town of Livonia, the Authority is responsible for overseeing the continuation of the Town of Livonia and City of Rochester Water Supply Agreement (the “Livonia Water Supply Agreement”), which provides Supplier up to 1 MGD of City of Rochester water for use within the Town of Livonia; and

**WHEREAS**, the Authority/Rochester Water Supply Agreement and the Livonia Water Supply Agreement (collectively referred to as the “Authority Water Supply Agreements”) cumulatively provide the Authority with up to 4 MGD of water capacity for use within Livingston County; and

**WHEREAS**, after considerable planning and engineering review, Supplier proposed the Leicester/York Regional Water Supply Expansion Project (the “Water Supply Project”) to achieve the County’s interest in providing enhanced public drinking water infrastructure and supply for the Town of Leicester and the Town of York, as well as supporting regional interests of providing greater access to affordable, safe drinking water; and

**WHEREAS**, the proposed Water Supply Project contemplates Village supplying wholesale water from the Village water treatment plant, in an amount not to exceed 2.0 MGD, with an additional 1.0 MGD to be made available by Supplier from additional improvements to the existing Supplier/Village Interconnection; and

**WHEREAS**, the Village and Supplier wish to memorialize herein the terms under which the additional 1.0 MGD of water may be furnished by Supplier to the Village; and

**WHEREAS**, the Village and Supplier recognize the mutual benefits to Village and Supplier customers that will result from this Amendment; and

**WHEREAS**, the Supplier and the Village are empowered to enter into this Amendment, subject to approval by their respective Boards pursuant to Public Authorities Law and Village Law, Article 11 respectively; and now therefore be it,

**RESOLVED**, the Executive Director is authorized and directed to sign Amendment No. 3 to Agreement for the Sale of Water from the Livingston County Water and Sewer Authority to the Village of Geneseo, subject to final review and approval by the Authority Attorney, and be it further,

**RESOLVED**, that Amendment No. 3 will only become effective upon the contemporaneous execution of the Water Supply Agreement between the Village of Geneseo and Livingston County Water and Sewer Authority, memorializing the terms under which wholesale water supply shall be provided by the Village to the Authority for distribution pursuant to the Authority's long-term lease and operation agreement with the Town of Leicester and the Town of Leicester customers.

June 19, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:

# AMENDED AND RESTATED INTERMUNICIPAL AGREEMENT

Between

## THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY and THE COUNTY OF LIVINGSTON

**THIS AMENDED AND RESTATED INTERMUNICIPAL AGREEMENT** (the “Agreement”) is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024, (the “Effective Date”) by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation established by Article 5, Title 10 of the New York State Public Authorities Law, with offices located at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York 14480 (the “Authority”), and the **County of Livingston**, a New York State municipal corporation, with principal offices located at 6 Court Street, Geneseo, New York 14454 (the “County”). The Authority or County may be referred to as a “Party” herein, or may collectively be referred to as “Parties.”

### WITNESSETH

**WHEREAS**, on December 23, 2014, an Order on Consent and Administrative Settlement (the “Order”) was entered into by and among the State of New York, the County, and Akzo Nobel Inc. and Akzo Nobel Salt Inc. (collectively, "Akzo Nobel"), for purposes of addressing future impacts resulting from the Retsof Salt Mine collapse that occurred on March 12, 1994. The Order required Akzo Nobel to pay \$20,000,000.00 (the “Akzo Nobel Settlement Funds”) jointly to New York State and the County, with the understanding the funds would be used to mitigate impacts of the mine collapse; and

**WHEREAS**, by Resolution 2020-219, the Livingston County Board of Supervisors authorized the County Administrator to form a committee, now known as the “Akzo Settlement Committee,” for purposes of developing policies and procedures and providing recommendations on projects to be funded through the use of the Akzo Nobel Settlement Funds; and

**WHEREAS**, the Livingston County Board of Supervisors, by Resolution 2021-185, formally approved the Akzo Settlement Committee's recommendation to fund planning and engineering efforts for a future capital project to improve the public drinking water infrastructure for the Towns of Leicester and York. The County Administrator was authorized to submit the required documentation to the New York State Attorney General's Office (the “OAG”) and the New York State Department of Environmental Conservation (the “DEC”) to obtain approval to utilize Akzo Nobel Settlement Funds for such planning and engineering work, which such approval was granted on or about July 8, 2021; and

**WHEREAS**, after considerable planning and engineering efforts, the Authority, in collaboration with the County and the Towns of Leicester, York, Geneseo, Avon, and Mt. Morris (the “Impacted Communities”), proposed the Leicester/York Regional Water Supply Expansion Project



(the "Project") to achieve the stated goal of providing enhanced public drinking water infrastructure and water supply for the Towns of Leicester and York; and

**WHEREAS**, on or about August 31, 2022, Livingston County and the Authority entered into an Intermunicipal Agreement (the "2022 IMA") for the Authority to provide project management and to serve as the overall project administrator for all efforts needed to carry out the Project; and

**WHEREAS**, the Authority, in support of the Project, applied for and received \$5,000,000.00 in grant funds from the New York State Water Infrastructure Improvement Act ("WIIA"), as well as long-term financing through the New York State Revolving Fund ("SRF") program; and

**WHEREAS**, a portion of the proposed Project contemplates the Village of Geneseo (the "Village") supplying wholesale water from its water treatment plant, in an amount not to exceed 2.0 million gallons per day (the "MGD"), with an additional 1.0 MGD to be made available by an existing interconnection between the Village water treatment plant and the Authority's water delivery system. Such water will be transmitted to the Village of Geneseo and the Towns of Leicester (via its Lease Agreement with the Authority), York and Geneseo through new and existing infrastructure. The water will be purchase from the Village on a wholesale basis; and

**WHEREAS**, the proposed Project contemplates that the Authority will provide up to 1 MGD of wholesale water supply (from its current 4 MGD capacity) to the Village of Geneseo and the Towns of Leicester (via its Lease Agreement with the Authority), York and Geneseo, made available by the existing interconnection between the Authority and Village; and

**WHEREAS**, it is proposed that the Authority, in coordination and collaboration with the County, shall be responsible for the design, financing, procurement, and management of the construction of the Project; and

**WHEREAS**, the Authority and County desire to amend and restate the 2022 IMA to incorporate the terms, covenants and conditions of the Authority providing such design, financing, procurement, and management services for construction of the Project.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and other good and valuable consideration including the promises and covenants contained in this Agreement, the Authority and the County agree as follows:

1. **Definitions.** In addition to words and terms defined elsewhere in this Agreement, unless the context or use clearly indicates another meaning:

"Akzo Facilities" means collectively approximately 66,000 linear feet of water transmission mains; related pump station improvements; related water storage tank construction/improvements and necessary and related improvements to the Village's water treatment plant, together with necessary appurtenances and equipment in connection therewith constructed as part of the Project. A description and cost

estimate showing the Akzo Facilities is attached hereto as Exhibit “A.” A map of the proposed Akzo Facilities is attached hereto as Exhibit “B”.

“Board” means the Board of Directors of the Authority, acting as the governing body and finance board of the Authority, as described in Public Authorities Law §1199-CCCC.

“Bonds” means the revenue bonds to be issued by the Authority to permanently finance the Project, or upon the determination of its Board, to provide construction or other interim financing for the Project.

“Completion of the Project” means the date on which construction and installation of all aspects of the Project are Substantially Complete and water supply service is being furnished by the Project. For purposes of this Agreement, “Substantially Complete” or “Substantial Completion” shall mean that all construction and inspection processes related to the Project have been completed, only with the exception of minor punch-list items that are determined through the inspection process, such as but not limited to minor landscaping and restoration and finish items that do not impact the ability of the Project to fully carry-out its intended purpose and fully provide the intended benefit for which the Project was constructed. Notwithstanding the above, it is anticipated that the Project will be comprised of several individual contracts, each relating to a different aspect of the overall Project. Issuance of a certificate indicating the substantial completion of an individual contract shall only apply to the scope of that individual contract.

“DEC” means the New York State Department of Conservation.

“EFC” means the Environmental Facilities Corporation, a New York public benefit corporation created by chapter 744 of the laws of 1970 (the “EFC Act,” codified in Title 12 of Article 5 of the Public Authorities Law, as amended).

“Improvements” means any construction, building of new facilities, improvement to existing facilities, additions, replacements or extensions as part of the Project and including works, instrumentalities, or parts thereof and appurtenances thereto, lands, easements, rights in lands and water rights, rights of way, contract rights, franchises, approaches, connections dams, reservoirs, water tanks, water mains and pipe lines, pumping stations and equipment, and any other property, real, personal or mixed, incidental to and included in any source of water supply and such system or parts thereof, and any improvements, extensions and betterments, now or hereafter constructed, acquired or made where the cost of the Improvements is paid through Akzo Settlement Funds, grants or the issuance of Bonds and that are completed in furtherance of the Project.

“Independent Engineer” means collectively the engineering firm or firms engaged by the Authority which, in the determination of the Board and in consensus with the County and Participating Municipalities, possesses sufficient experience and personnel to provide consultation and advice concerning the Project planning, design, construction, inspection and implementation, including its cost and operation, and to

advise the Authority, the County and Participating Municipalities with respect to matters associated with operation and maintenance of municipally owned potable water production, storage, conveyance and treatment systems.

“Notes” means the bond, bond anticipation notes and/or revenue anticipation notes to be issued by the Authority in lieu of the Bonds, or other short-term instruments authorized by the Public Authorities Law, to provide construction financing for the Project.

“Notice Address” means, unless otherwise changed in writing by any of the following to the other:

Authority: Livingston County Water and Sewer Authority  
1997 D’Angelo Drive  
Post Office Box 396  
Lakeville, New York 14480  
Attention: Executive Director

County: County of Livingston  
6 Court Street  
Geneseo, New York 14454  
Attention: County Administrator

“OAG” means New York State Office of Attorney General.

“Participating Municipalities” means the Town of York, Village of Geneseo and Livingston County Water and Sewer Authority (via its lease agreement with the Town of Leicester).

“Party” and/or “Parties” means the Authority and the County, individually or collectively.

“Plans” means the Final Engineering Report related to the Project as prepared by CPL, entitled “Livingston County Water and Sewer Authority Leicester/York Regional Water Supply Expansion,” dated September 8, 2022 and updated March, 2024 and approved by NYS Department of Health on May 17, 2024. (a copy of which is available for review in the Authority’s offices at 1997 D’Angelo Drive, Geneseo, New York), and such other detailed maps, plans and specifications for the Project, prepared by the Independent Engineer, as amended from time to time, approved by the Authority and the County, and which are on file with the Board and the County pursuant to the terms of this Agreement.

“Project” means the design, interim and permanent financing, procurement, permitting, construction, inspection, start-up, acceptance testing, operation and conveyance of assets and any corresponding warranties as appropriate, relating to all Improvements, including Akzo Facilities, together with necessary easements, licenses, permits and rights-of-way; and all necessary work and appurtenances in connection therewith, as specified in the Plans.

“Project Management Costs” means Project related costs incurred and substantiated, and resources committed and expended by the Authority in connection with the development, design and construction of the Project. Costs and resources include Authority personnel, legal services, engineering services and financial and auditing services directly related to management of the Project.

“State” means the State of New York.

2. Representations.

2.1 Representations of the Authority.

2.1.1 The Authority is a public benefit corporation of the State authorized to: (i) undertake the Project as a public purpose pursuant to its Enabling Legislation; (ii) manage the design, construction, inspection, start-up, testing, acceptance of Project and operation and maintenance of the Project; and (iii) enter into this Agreement.

2.1.2 The Authority has the power, pursuant to its Enabling Legislation, to authorize and issue any temporary or permanent Bonds and Notes needed to finance the Project.

2.1.3 The Authority has or hereafter will comply with all applicable federal, State and local laws, rules and regulations, including but not limited to: (i) laws, rules and regulations pertaining to environmental compliance; (ii) the Public Authorities Law; and (iii) the Local Finance Law.

2.1.4 There is no pending or threatened litigation which may enjoin or prevent the Authority from entering into this Agreement to construct, own portions of, operate or finance the Project.

2.1.5 The Authority makes no representations or warranties as to the suitability or adequacy of the Project, other than as set forth in the Plans, with respect to the needs, goals, requirements and/or expectations of the County or any of the Participating Municipalities involved with or benefitting from the Project. However, it is noted that the Plans provide for treatment that will allow the produced and distributed water to meet the minimum standards promulgated by the State for potable drinking water.

2.1.6 Upon its execution and delivery, this Agreement will be legal, valid and binding, setting forth various obligations of the Authority.

2.2 Representations of the County of Livingston.

2.2.1 The County is a municipal corporation of the State, has the power and authority to enter into this Agreement, and upon approval by the Board of Supervisors, this Agreement will be legal, valid and binding, setting forth the various obligations of the County.

2.2.2 The County possesses and controls Akzo Nobel Settlement Funds, subject to OAG and DEC oversight and approvals, in sufficient amount to pay all sums required to be paid by the County pursuant to this Agreement. The County shall be considered a funding agency for purposes of this Agreement.

2.2.3 The County shall seek all necessary and appropriate approvals from the DEC and OAG to allocate and disperse from the Akzo Nobel Settlement Funds all amounts required to be reimbursed to the Authority for the construction of Akzo Facilities, which shall also include the Project Management Costs as provided for in section 5.1 below.

2.2.4 There is no pending or threatened litigation that may enjoin or prevent the County from entering into this Agreement and performing all its obligations, including the obligation to pay amounts to the Authority hereunder.

3. Term.

3.1 The term of this Agreement shall commence as of the Effective Date and shall end upon Substantial Completion and closeout of the Project.

4. Support for Project Funding.

4.1 In lieu of independently pursuing grants and/or subsidized loans to improve the existing water facilities that are a part of the Project, and in an effort to maximize available funding opportunities that are intended to facilitate regional solutions to drinking water system improvement needs, the County agrees to cooperatively support the Authority's efforts to pursue grants and/or subsidized loans to facilitate development and construction of the Project. However, it is understood that the County does not hereby commit to providing any funds or other form of grant match to support such endeavors.

5. Payment of Project Management Costs and Project Costs.

5.1 The County shall pay to the Authority an amount not to exceed \$100,000.00 as Project Management Costs relating to development of the Akzo Facilities. Such Project Management Costs shall be limited to only Akzo Facilities Improvements and shall be charged by the Authority on a pro rata basis as the Project progresses. Such costs are deemed a part of the administrative cost of the Project and once invoiced and approved by the County, shall be paid to the Authority as part of the payment schedule and process related to the Project costs.

5.2 Upon submission to the County of written and detailed invoices, reasonable and necessary Project costs for all approved expenses related to the Akzo Facilities, as outlined in Exhibit A hereof, shall be reimbursed to the Authority using Akzo Nobel Settlement Funds.

- 5.3 In advance of the Project commencing, the County shall provide the Authority with specific written procedures and documentation requirements for pay applications regarding Project expenses related to Akzo Facilities improvements. The County agrees to make all approved payments to the Authority within fourteen (14) calendar days of invoices being submitted. The Authority agrees to submit invoices according to the County voucher schedule. The Authority shall provide all necessary pay applications and supporting documentation to substantiate each invoice. The County will determine completeness of each pay application and the Authority agrees to provide any additional supporting documentation the County may request as part of approving a pay application. The County shall make every reasonable effort to promptly pay invoices, so as to not constrain or prevent the Authority from providing timely contractor and vendor payments for contracts let by the Authority for the Project.
- 5.4 This Agreement shall be executory only to the extent Akzo Noble Settlement Funds are approved, made available and appropriated for the performance of the terms hereof. The County shall have no liability on account hereof beyond the Akzo Noble Settlement Funds approved and made available for payment.

6. Access to/Conveyance of Transferred Property and Assets.

- 6.1 The Authority shall be responsible for obtaining permission from Participating Municipalities to access property and assets for the purpose of completing the design and construction of the Project.
- 6.2 Upon Substantial Completion of individual contracts related to Akzo Facilities within the Project, the Authority shall be responsible for effectuating the conveyance of ownership of assets to the Participating Municipalities, as outlined in Exhibit A, by executing and delivering deeds, assignments of easements, bills of sale or other instruments of conveyance as appropriate. The Authority shall be responsible for procuring any needed lien releases, title searches, instrument surveys and fee title insurance, all of which shall be approved costs of the Project, to be reimbursed by the County.

7. Design and Construction of the Project.

- 7.1 The Authority covenants to proceed with all reasonable diligence to design and construct the Project, as approved by the Authority and the County, including the Akzo Facilities and any other necessary and authorized related Improvements, all in accordance with the approved Plans and upon the advice of and in consultation with the Independent Engineer, subject to and contingent upon: (i) receipt of all other waivers, consents and approvals from governmental regulatory bodies, the granting of which are necessary for construction; (ii) closing on any interim or construction financing; and (iii) obtaining adequate access to Participating Municipalities' property and assets necessary to complete the Project.

- 7.1.1 The Authority will make every reasonable effort to follow the Project timeline outlined in Exhibit C. However, the Authority makes no covenant, representation, or warranty as to the date by which construction of the Project will commence, the date construction of the Project will be complete, or the date on which the Project will be placed in service, as a result of reasons or delays that are out of the Authority's control.
- 7.1.2 The Authority shall have the ability to Engage services and procure necessary professional consultants, including engineers, legal counsel, financial advisors, grant writers, bond counsel and underwriters. It is understood that the Authority shall work collaboratively with the Participating Municipalities and the County during the Independent Engineer selection process. Authority staff along with the Town of York Highway Superintendent, Village of Geneseo Public Works Superintendent and Livingston County Director of Environmental Health shall participate in the evaluation and selection of the Independent Engineer(s). The Akzo Settlement Committee shall also provide its consensus approval of selected Independent Engineer(s). The Authority will follow the Architectural/Engineering Services Procurement Regulations for Environmental Facilities Corporation Funded Projects, for procurement of any architectural/engineering services.
- 7.1.3 The Authority shall work closely with the consulting engineer(s), the County and Participating Municipalities to formulate plans and designs that are acceptable to the County and Participating Municipalities, and which when implemented and fully constructed, achieve the various goals of the Project. Prior to competitive bidding for construction, the Participating Municipalities shall provide written approval for the final design documents of the specific aspects of the Project (Akzo Facilities Improvements) they will own. The Authority shall not proceed with construction bidding of any Akzo Facilities Improvements until the Participating Municipality that will own such improvement(s) has approved the final design documents for the same.
- 7.1.4 The Authority shall serve as the overall Project administrator and carry-out the Project in accordance with the requirements of the funding agencies and this Agreement This will include regular updates to the Akzo Settlement Committee on a monthly basis, or as otherwise reasonably requested.
- 7.1.5 The Authority shall serve as lead agency for NEPA and SEQRA review, as necessary.
- 7.1.6 The Authority shall coordinate all aspects of the Project among the County and Participating Municipalities.

- 7.1.7 The Authority shall supervise and conduct Project procurement activities in accordance with applicable competitive bidding and MWBE requirements. The Authority will follow the Environmental Facilities Corporation Revolving Loan Fund Mandatory Terms and Conditions for Construction and Non-construction services.
- 7.1.8 The Authority shall obtain all necessary Project permits and approvals, including required easements, licenses and rights-of-way.
- 7.1.9 The Authority shall own or convey/dedicate any portion of the Akzo Facilities and any authorized Improvements as outlined in Exhibit A.
- 7.1.10 The Authority shall arrange for interim, construction and permanent Project financing, by securing available grants and loans and issuing Notes and Bonds, as necessary to cover Project costs not otherwise covered by Akzo Nobel Settlement Funds.
- 7.1.11 The Authority shall insure the capital elements of the Project during construction and operation in accordance with Section 12 hereof.
- 7.1.12 The Authority shall secure performance and/or payment bonds, as deemed appropriate or required by applicable law and/or funding agency requirements, from contractors undertaking construction activities under the Authority's supervision.
- 7.1.13 The Authority shall be responsible for ensuring all design, bid, construction and close out phases of the Project are consistent with the Plans to the extent reasonably practicable.
- 7.1.14 The Authority shall retain final authority to approve construction decisions, so as long as such determinations are consistent with the approved final design documents, Plans and within Project Costs.
- 7.1.15 Prior to the close-out of the Project, the Authority shall coordinate with the Independent Engineer(s) to provide the Participating Municipalities with as-built documents for all Akzo Facilities Improvements they will own.
- 7.2 Upon Completion of the Project, the Authority shall own, operate, repair, maintain, replace and upgrade certain Akzo Facilities, as detailed in Exhibit A, as part of an Authority owned water conveyance system.
- 7.3 Upon Completion of the Project and thereafter, each of the Participating Municipalities shall own, operate, repair, maintain, replace and upgrade certain Akzo Facilities, as detailed in Exhibit A.

8. Cost of Project; Payment.



- 8.1 Based upon the Plans and reports of the Independent Engineer, the total cost of the Project is currently estimated to be \$35,800,000.00 (the “Project Cost”), as well as additional contingency for the overall Project improvements. The Akzo Facilities portion of the total Project Costs are estimated not to exceed \$13,700,000. If, after obtaining bids for construction of the Akzo Facilities, the Authority determines that the cost of the Project will likely exceed the original, estimated Akzo Facilities cost (including contingency), the Authority and County shall promptly discuss alternative options for continuing the construction of the Akzo Facilities, terminating the construction of the Akzo Facilities, downsizing or otherwise modifying the Akzo Facilities and/or using additional Akzo Settlement Funds held by the County (subject to the approval of the OAG and DEC).

9. County’s Right Review Records and to Conduct Audit.

- 9.1 The County and the State shall have the right to review all records and documents related to the design, implementation and construction of the Project, upon reasonable notice to the Authority, at any time during normal working hours throughout construction of the Project.
- 9.2 The County shall have the right, at its own expense, to audit work performed and/or material provided for and with respect to the Akzo Facilities Improvements. Such audit may be conducted by designated representatives of the County, upon reasonable notice to the Authority, at any time during normal working hours throughout construction of the Project.
- 9.3 The Authority shall maintain, during the course of construction of the Project and for two (2) years after Project completion, complete and accurate records of all expenses associated with Project which are chargeable to the County, pursuant to the terms of this Agreement and which are subject to audit as set forth in this Section 9.

10. Events of Default.

- 10.1 The occurrence of any of the following events is defined as and declared to be an “Event of Default” under this Agreement:
- 10.1.1 Failure by the County to pay any approved Project Costs associated with or pertaining to the Akzo Facilities within fourteen (14) days after an invoice is submitted as outlined in Section 5, and the continuation of such failure for a period of twenty (20) days or more after written notice of such delinquency is given to the County by the Authority.
- 10.1.2 Failure by the County to fully comply with all requirements, obligations or covenants attributable to the County as set forth in this Agreement, within the time period established herein.

10.1.3 Failure by the Authority to fully comply with all requirements, obligations or covenants attributable to the Authority as set forth in this Agreement, within the time period established herein.

10.2 The defaulting party shall have a twenty (20) day period to cure ("Cure Period") such Event of Default, with such Cure Period commencing upon receipt by the defaulting party of written notice of default by the non-defaulting party.

10.3 Upon the occurrence and continuation of an Event of Default, the non-defaulting party may pursue against the defaulting party, any and all remedies available pursuant to New York State law, including but not limited to the enforcement of payment of funds due or, if applicable, the observance and performance of any other covenant, agreement and/or obligation as required by this Agreement.

11. Termination.

11.1 Should either party become in default under the terms of this Agreement and remain in default after the Cure Period, the non-defaulting party shall have the right to terminate this Agreement upon written notice of termination to the defaulting party.

11.2 Should either Party terminate this Agreement as provided for in 11.1 above, the County shall thereafter and within thirty (30) days of such termination reimburse the Authority for all previously approved Project costs related to Akzo Facilities incurred by the Authority up to the point of default, such that all Project costs related to the Akzo Facilities not associated with the Event of Default will be reimbursed to the Authority. This obligation shall survive any termination of this Agreement.

11.3 Should either Party terminate this Agreement as provided for in 11.1 above, the County shall, at its expense and within ninety (90) days of such termination, pay off, assume or caused to be satisfied and discharged any interim or construction financing, to include any Notes or Bonds that are then outstanding and relating to the Akzo Facilities. This obligation shall survive any termination of this Agreement.

12. Insurance.

12.1 The Authority shall maintain commercial general liability insurance covering its activities under this Agreement in at least the following amounts: \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$4,000,000 excess liability each occurrence (or such greater amount as recommended by the Authority's outside risk manager).

12.2 The County shall maintain commercial general liability insurance covering their respective property and activities under this Agreement in at least the

following amounts: \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$1,000,000 excess liability each occurrence.

- 12.3 Except as the Parties may otherwise agree, the Authority shall add the County as an additional insured on its general liability policy covering the services performed under this Agreement concerning the Akzo Facilities and Project. The County shall add the Authority as an additional insured on its general liability policy. The Authority and the County shall provide each other with certificates of insurance evidencing such coverage on an annual basis during the Term of this Agreement. Such limits shall be reviewed on an annual basis and revised, as necessary, to conform with the reasonable requirements of the Parties based on the advice of their respective outside risk managers.
- 12.4 The Authority shall be responsible for obtaining and maintaining insurances related to its employees, including statutory worker's compensation and disability insurance and unemployment insurance.
- 12.5 The Authority shall maintain adequate property insurance and, if recommended by the Authority's outside risk manager, environmental liability insurance covering the Project.

13. Indemnification and Related Matters.

- 13.1 Indemnification by the Authority: Subject to the limitations set forth in Sections 13.3 and 13.4 of this Agreement, the Authority shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless the County, its officers, directors, agents, employees and invitees from any and all liabilities, actions, suits, claims, losses, damages, awards, costs and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the Authority, its officers, directors, agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that such losses are the result of the negligence or willful misconduct of any County officer, director, agent, employee or invitee.
- 13.2 Indemnification by the County: Subject to the limitations set forth in Sections 13.3 and 13.4 of this Agreement, the County shall, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless the Authority, its officers, directors, agents, employees and invitees from any and all liabilities, actions, suits, claims, losses, damages, awards, costs and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions or decisions of the County, its respective officers, directors, agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that such losses are the result of the negligence or willful misconduct of any Authority officer, director, agent, employee or invitee.

13.3 **Consequential Damages:** It is specifically agreed and understood that no Party will be responsible to any other Party for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith, in contract or in tort (including negligence), under any warranty, or otherwise. This Section 13.4 shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise.

14. Miscellaneous.

14.1 Assignment. This Agreement is assignable in whole or in part only with the prior written consent of each of the Parties hereto.

14.2 Amendment. This Agreement may be amended or modified only by a subsequent written document executed by all Parties hereto.

14.3 Counterparts. 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.

14.4 Authorization. Each Party hereby represents and warrants to the other that its respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and municipal action to execute this Agreement.

14.5 Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all previous discussions, representations, understandings, and agreements including, for avoidance of doubt, the 2022 IMA.

14.6 Force Majeure. If performance (other than payment) under this Agreement by any of the Parties hereto is prevented or delayed by reason of any acts of God, acts of a public enemy, wars, blockages, insurrection, riots, epidemics, pandemics, or other declarations of public health emergency, quarantine restrictions, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of ruler and peoples, civil disturbances, explosions, strikes, the binding order of any court or government authority which has been resisted in good faith by any reasonable legal means, failure or want of any necessary supplies, utilities or products not within the control of such Party or any other cause beyond the control of the Party affected, and which cannot be overcome by reasonable due diligence, such affected Party shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the period of any such cause.

14.7 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without

consideration of the conflicts of laws principles thereof. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in Livingston County, New York or the federal district court having jurisdiction for Livingston County, New York.

- 14.8 Severability. If any provision of this Agreement is held to be unenforceable under then current laws, the enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such unenforceable provision, the Parties shall negotiate to add a provision as similar in terms to such unenforceable provision as may be possible.
- 14.9 Independent Contractor. The Parties hereto shall each act as independent contractors and nothing herein shall be construed to make any party, or any of their employees, officers, directors or representatives, the agent, employee, partner or servant of any other Party or otherwise as expressly provided herein.
- 14.10 Non-Waiver. Failure by any Party at any time to require strict performance of any of the provisions herein shall not waive or diminish a Party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any obligation, term or condition of this Agreement shall not be deemed as any further or continuing waiver of any other term, provision or condition of this Agreement. A Party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized representative of the Party making such waver.
- 14.11 Integration. This Agreement may not be amended or modified except by written agreement, executed by the Parties herein, and no oral statements, representations, or prior written materials pertaining to the subjects set forth herein, not contained within this Agreement, shall have any force or effect except as expressly authorized by this Agreement.

**IN WITNESS THEREOF**, the Parties hereto have executed or approved this Agreement on the dates below their respective signatures.

**LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**

By: \_\_\_\_\_  
Jason Molino, Executive Director

Dated: \_\_\_\_\_, 2024

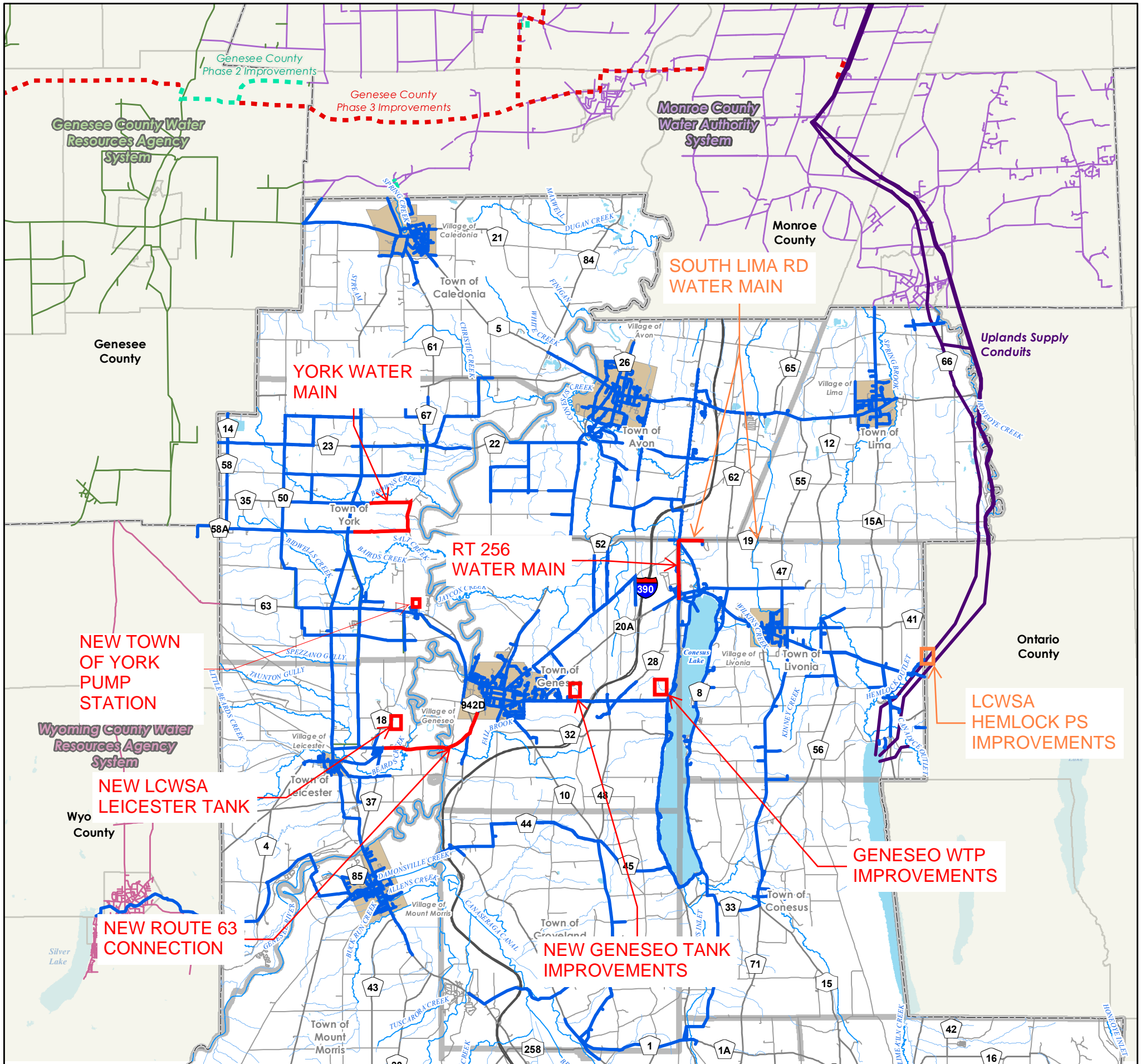
**COUNTY OF LIVINGSTON**

By: \_\_\_\_\_  
David LeFeber, Chairperson

Dated: \_\_\_\_\_, 2024

Exhibit A

Improvement Description	Akzo Settlement Funds	Asset Ownership
Approximately 18,000 linear feet of 8-inch diameter water main from the Village of Geneseo south along Rt. 63 and Rt. 20a through the Towns of Geneseo and Leicester connecting to the existing Town of Leicester system.	\$ 2,340,000	LCWSA
Approximately 17,000 linear feet of 4- and 6-inch diameter water main along Craig Road, River Road and York Road in the Town of York.	\$ 1,700,000	Town of York
Approximately 9,000 linear feet of 12-inch diameter main along NYS Rt. 256 from S. Lima Rd. to W. Lake Rd.	\$ 1,350,000	LCWSA
Approximately 5,320 linear feet of 12-inch diameter water main along S. Lima Rd. from NYS Rt. 256/Rochester Rd.	\$ 798,000	LCWSA
Replacement of the Flats Rd. pump station in the Town of York.	\$ 1,000,000	Town of York
Addition of a 5th pump at the Hemlock Pump Station for additional water capacity to Village Water Treatment Plant.	\$ 700,000	LCWSA
A TTHM removal system will be installed in the 3 MG Village water storage tank.	\$ 600,000	Village of Geneseo
A permanent backup generator and additional spare pumps at the Village Water Treatment Plant.	\$ 500,000	Village of Geneseo
Piping changes and upsizing will be made to the interconnection at the Village Water Treatment Plant.	\$ 300,000	Village of Geneseo
A new .75 MG water tank in the Town of Leicester.	\$ 1,200,000	LCWSA
<b>Subtotal =</b>	\$ 10,488,000	
Contingency (10%) =	\$ 1,048,800	
Legal, Engineering, Administration (20%) =	\$ 2,097,600	
<b>Total Estimated Capital Cost =</b>	\$ <b>13,634,400</b>	
<b>Total Estimated Capital Cost (Rounded) =</b>	\$ <b>13,700,000</b>	



MAP SHEET:  
**Akzo Facilities Improvements**

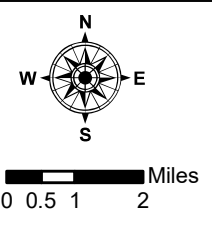
MAP TITLE:  
**Exhibit B**

DATE PREPARED:  
**June 8, 2024**



**Legend**

- County Boundaries
- Town Boundaries
- Villages
- Local Roads
- County Roads
- Interstate
- State Routes
- ~ Major Streams
- ~ Minor Streams
- Waterbodies
- Watermains
- - - Under design/Construction



6/4/2024

Task	Month																												
	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
<b>Intermunicipal Agreements</b>																													
Project Management Agreement	█																												
Village Supply Agreements	█																												
<b>Design</b>																													
Engineer Selection		█	█	█																									
Kick-Off Meeting					█																								
Data Collection & Review					█	█																							
25% Design							█																						
50% Design								█																					
95% Design									█																				
Finalize Contract Documents										█																			
<b>Pump Station &amp; WTP Improvements</b>																													
Advertise for Bid										█																			
Bid Opening											█																		
Award Bids												█																	
Notice to Proceed												█																	
Pre-Construction Meeting												█																	
Submittals & Material Deliveries												█	█																
York Pump Station															█	█	█	█	█										
Hemlock Pump Station																						█	█	█					
Geneseo Interconnection																	█	█	█										
Geneseo WTP Improvements																										█	█	█	
Close-Out																													█
<b>East Side Water Mains</b>																													
Advertise for Bid											█																		
Bid Opening												█																	
Award Bids													█																
Notice to Proceed													█																
Pre-Construction Meeting													█																
Submittals & Material Deliveries													█	█	█	█	█												
South Lima Rd.																						█	█	█					
Route 256																									█	█			
Close-Out																													█
<b>West Side Water Mains</b>																													
Advertise for Bid												█																	
Bid Opening													█																
Award Bids														█															
Notice to Proceed															█														
Pre-Construction Meeting																█													
Submittals & Material Deliveries																	█	█	█	█									
Route 63 & 20A Water Mains																													
York, Craig, & River Water Mains																													
Close-Out																													█
<b>Water Storage</b>																													
Advertise for Bid													█																
Bid Opening														█															
Award Bids															█														
Notice to Proceed																█													
Pre-Construction Meeting																	█												
Submittals & Material Deliveries																		█	█	█									
Leicester Water Tank																													
Geneseo Tank TTHM																													
Construction																													
Close-Out																													█

**Pump Station & WTP Improvements**  
 New Town of York Pump Station  
 (V) Geneseo WTP Interconnection Improvements  
 (V) Geneseo Water Treatment Plant Improvements  
 LCWSA Hemlock Pump Station Improvements

**East Side Water Mains**  
 NYS Route 256 Water Main (Livonia)  
 South Lima Road Water Main (Livonia, Avon, & Lima)

AKZO Funded  
 AKZO & LCWSA Funded

**West Side Water Mains**  
 NYS Route 63 & Route 20A Water Main (Geneseo & Leicester)  
 Craig Road, River Road, & York Road Water Main (York)

**Water Storage**  
 New Leicester Water Tank w/Pump Connections  
 (V) Geneseo Water Tank Improvements





**RESOLUTION NO. 2024 - 30**

**RESOLUTION APPROVING THE AMENDED AND RESTATED INTERMUNICIPAL AGREEMENT BETWEEN THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY AND THE COUNTY OF LIVINGSTON**

**WHEREAS**, the Livingston County Water and Sewer Authority, a public benefit corporation established by Article 5, Title 10 of the New York State Public Authorities Law, with offices located at 1997 D'Angelo Drive, Post Office Box 396, Lakeville, New York 14480 (the "Authority"), and the County of Livingston, a New York State municipal corporation, with principal offices located at 6 Court Street, Geneseo, New York 14454 (the "County"). The Authority or County may be referred to as a "Party" herein, or may collectively be referred to as "Parties", and

**WHEREAS**, on December 23, 2014, an Order on Consent and Administrative Settlement (the "Order") was entered into by and among the State of New York, the County, and Akzo Nobel Inc. and Akzo Nobel Salt Inc. (collectively, "Akzo Nobel"), for purposes of addressing future impacts resulting from the Retsof Salt Mine collapse that occurred on March 12, 1994. The Order required Akzo Nobel to pay \$20,000,000.00 (the "Akzo Nobel Settlement Funds") jointly to New York State and the County, with the understanding the funds would be used to mitigate impacts of the mine collapse; and

**WHEREAS**, by Resolution 2020-219, the Livingston County Board of Supervisors authorized the County Administrator to form a committee, now known as the "Akzo Settlement Committee," for purposes of developing policies and procedures and providing recommendations on projects to be funded through the use of the Akzo Nobel Settlement Funds; and

**WHEREAS**, the Livingston County Board of Supervisors, by Resolution 2021-185, formally approved the Akzo Settlement Committee's recommendation to fund planning and engineering efforts for a future capital project to improve the public drinking water infrastructure for the Towns of Leicester and York. The County Administrator was authorized to submit the required documentation to the New York State Attorney General's Office (the "OAG") and the New York State Department of Environmental Conservation (the "DEC") to obtain approval to utilize Akzo Nobel Settlement Funds for such planning and engineering work, which such approval was granted on or about July 8, 2021; and

**WHEREAS**, after considerable planning and engineering efforts, the Authority, in collaboration with the County and the Towns of Leicester, York, Geneseo, Avon, and Mt. Morris (the "Impacted Communities"), proposed the Leicester/York Regional Water Supply Expansion Project (the "Project") to achieve the stated goal of providing enhanced public drinking water infrastructure and water supply for the Towns of Leicester and York; and

**WHEREAS**, on or about August 31, 2022, Livingston County and the Authority entered into an Intermunicipal Agreement (the "2022 IMA") for the Authority to provide project management and to serve as the overall project administrator for all efforts needed to carry out the Project; and

**WHEREAS**, the Authority, in support of the Project, applied for and received \$5,000,000.00 in grant funds from the New York State Water Infrastructure Improvement Act (“WIIA”), as well as long-term financing through the New York State Revolving Fund (“SRF”) program; and

**WHEREAS**, a portion of the proposed Project contemplates the Village of Geneseo (the “Village”) supplying wholesale water from its water treatment plant, in an amount not to exceed 2.0 million gallons per day (the “MGD”), with an additional 1.0 MGD to be made available by an existing interconnection between the Village water treatment plant and the Authority’s water delivery system. Such water will be transmitted to the Village of Geneseo and the Towns of Leicester (via its Lease Agreement with the Authority), York and Geneseo through new and existing infrastructure. The water will be purchase from the Village on a wholesale basis; and

**WHEREAS**, the proposed Project contemplates that the Authority will provide up to 1 MGD of wholesale water supply (from its current 4 MGD capacity) to the Village of Geneseo and the Towns of Leicester (via its Lease Agreement with the Authority), York and Geneseo, made available by the existing interconnection between the Authority and Village; and

**WHEREAS**, it is proposed that the Authority, in coordination and collaboration with the County, shall be responsible for the design, financing, procurement, and management of the construction of the Project; and

**WHEREAS**, the Authority and County desire to amend and restate the 2022 IMA to incorporate the terms, covenants and conditions of the Authority providing such design, financing, procurement, and management services for construction of the Project, and now therefore be it,

**RESOLVED**, the Executive Director is authorized and directed to sign the Amended and Restated Intermunicipal Agreement between the Livingston County Water and Sewer Authority and the County of Livingston, subject to final review and approval by the Authority Attorney, and be it further,

**RESOLVED**, that the Agreement will only become effective upon the contemporaneous execution of the following: 1) the Amendment No. 3 to the Agreement for the Sale of Water from the Livingston County Water and Sewer Authority to the Village of Geneseo, memorializing the terms under which wholesale water supply shall be provided by the Authority to the Village, and 2) the Water Supply Agreement between the Village of Geneseo and Livingston County Water and Sewer Authority, memorializing the terms under which wholesale water supply shall be provided by the Village to the Authority for distribution pursuant to the Authority’s long-term lease and operation agreement with the Town of Leicester and the Town of Leicester customers.

June 19, 2024  
Livingston County Water & Sewer Authority  
Moved By:  
Seconded By:  
AYES:  
NAYS:



**RESOLUTION NO. 2024 - 31**

**RESOLUTION ADOPTING THE WATER RATE OF \$5.25 PER 1,000 GALLONS FOR THE TOWN OF LEICESTER CUYLerville WATER DISTRICT CUSTOMERS**

WHEREAS, the Livingston County Water & Sewer Authority (“Authority”) has executed a supply agreement with the Village of Leicester for water to the customers in the Town of Leicester Cuylerville Water District; and

WHEREAS, the Authority proposes a change in the water rate to the customers in the Town of Leicester Cuylerville Water District from \$6.25 per 1,000 gallons to \$5.25 per 1,000 gallons; and

WHEREAS, notice of the public hearing regarding the proposed water rate for the Town of Leicester Cuylerville Water District Customers, was provided in accordance with Section 1199-yyyy of the Public Authorities Law; and

WHEREAS, the public hearing was held on June 19, 2024, to hear comments on the proposed water rate for the Town of Leicester Cuylerville Water District Customer attached hereto, and now therefore be it,

RESOLVED, that the Livingston County Water & Sewer Authority Board adopts the water rate of \$5.25 per 1,000 gallons for the Town of Leicester Cuylerville Water District Customers, with the following effective date of May 1, 2024.

June 19, 2024  
Livingston County Water & Sewer Authority  
Moved By:  
Seconded By:  
AYES:  
NAYS: