
Agenda

November 20, 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

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. October 16, 2024 – Regular Meeting
4. Reports
 - a. Financial Report – October 2024
 - b. Operations Report
 - c. Capital Report
 - d. Executive Director's Report

5. Executive Session

Resolution No.: 2024 - 43	RESOLUTION APPROVING A TENTATIVE COLLECTIVE BARGAINING AGREEMENT WITH CSEA AND AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT
Resolution No.: 2024 - 44	RESOLUTION TO RECOGNIZE CERTAIN POSITIONS AS NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT
Resolution No.: 2024 - 45	RESOLUTION ESTABLISHING CERTAIN BENEFITS FOR MARK KOSAKOWSKI AND RENE LEWIS
Resolution No.: 2024 - 46	RESOLUTION ESTABLISHING CERTAIN BENEFITS FOR EMPLOYEES OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT FOR THE YEAR 2025 AND YEAR 2026
Resolution No.: 2024 - 47	RESOLUTION ADOPTING SALARIES AND WAGE RATES FOR EMPLOYEES OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY FOR THE YEAR 2025

6. Adjournment

Next Regular Meeting: Friday, December 20, 2024 @ 10:00 am

Unreviewed Minutes
REGULAR MEETING
October 16, 2024 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

Members Attending: M. McKeown, B. Ceci, M. Falk, and S. Beardsley

Others attending: J. Molino (Executive Director), L. Monaghan (Deputy Director), R. Lewis (Principal Accountant), M. Kosakowski (Director of Operations), S. Wright (Secretary), and J. Campbell (Attorney), Brian Sibiga (Wendel), Jennifer Hill (Wendel), Thomas Reynold (Wendel), Charles Nesbitt (Wendel), Jackie Childs (Wendel)

Call to Order: 7:58 a.m.

Approval of Agenda:

Motion: M. Falk moved, and B. Ceci seconded to approve the agenda. Carried unanimously.

Approval of Minutes:

September 18, 2024 - Regular Meeting

Motion: S. Beardsley moved, and B. Ceci seconded to approve the regular meeting minutes dated September 18, 2024. Carried unanimously.

October 2, 2024 – Audit & Finance Committee Meeting

Motion: M. Falk moved, and S. Beardsley seconded to approve the committee meeting minutes dated October 2, 2024. Carried unanimously.

Open Public Hearing:

At 8:00 a.m., the public hearing was opened for the proposed 2025 Rate and Fee Schedule.

Motion: S. Beardsley moved, and M. Falk seconded to open the public hearing. Carried unanimously.

Reports:

Financial Report – September 2024

R. Lewis reviewed the September Financial Report.

Motion: S. Beardsley moved, and B. Ceci seconded to approve the September 2024 Financial Report. Carried unanimously.

Operations Report

M. Kosakowski reviewed:

- Several hydrants in Hemlock have been replaced. There is one left.
- The crew repaired a water main break on Bronson Hill Road.
- The crew is installing about one new tap a week. We are caught up currently.

Capital Report

L. Monaghan reviewed the status of the capital projects.

Executive Director Report

J. Molino reviewed:

- The due diligence process is continuing with Springwater. The crew helped with cleanup at the plant.
- On September 26, 2024 the Governor authorized the application to apply for the transfer of the sewer plant at the DOCCS facility in Mt. Morris.
- The Authority received a \$1 million Local Government Efficiencies grant for the Regional Project.

Wendel Presentation

- Jennifer Hill from Wendel presented on the findings from the Space Needs Assessment.

Other Business:

Resolutions:

2024-38 RESOLUTION AUTHORIZING THE TREASURER OF THE LIVINGSTON COUNTY WATER & SEWER AUTHORITY TO PREPARE AND TRANSMIT A LIST OF THOSE PROPERTIES WITH UNPAID WATER CHARGES AND UNPAID SEWER CHARGES TO LIVINGSTON COUNTY BOARD OF SUPERVISORS FOR LEVY ON 2025 TAX ROLLS
Motion: M. Falk moved, and B. Ceci seconded to approve Resolution 2024-38. Carried unanimously.

Close Public Hearing:

At 9:56 a.m., S. Beardsley moved, and B. Ceci seconded to close the public hearing for the proposed 2025 Rate and fee schedule.

2024-39 RESOLUTION ADOPTING THE 2025 LIVINGSTON COUNTY WATER & SEWER AUTHORITY BUDGET & CAPITAL PLAN
Motion: M. Falk moved, and S. Beardsley seconded to approve Resolution 2024-39. Carried unanimously.

2024-40 RESOLUTION ADOPTING THE 2025 RATE AND FEE SCHEDULE
Motion: B. Ceci moved, and M. Falk seconded to approve Resolution 2024-40. Carried unanimously.

2024-41 RESOLUTION TO DESIGNATE \$82,000 IN DEBT SERVICE RESERVE FUNDS TO MEET DEBT SERVICE REQUIREMENTS PURSUANT TO THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY GENERAL RESOLUTION
Motion: S. Beardsley moved, and M. Falk seconded to approve Resolution 2024-41. Carried unanimously.

2024-42 RESOLUTION AUTHORIZING THE CREATION OF ONE (1) ASSISTANT DIRECTOR OF OPERATION POSITION AND TO SET THE SALARY RANGE FOR THE ASSISTANT DIRECTOR OF OPERATION POSITION
Motion: M. Falk moved, and B. Ceci seconded to approve Resolution 2024-42. Carried unanimously.

Executive Session:

Motion: M. Falk moved, and S. Beardsley seconded that the board reconvene in Executive Session at 10:03 a.m. for discussions regarding collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law) and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. Carried unanimously.

Motion: S. Beardsley moved, and M. Falk seconded to end the Executive Session at 11:03 a.m. with no action taken. Carried unanimously.

Adjournment: 11:06 a.m.

Motion: B. Ceci moved, and M. Falk seconded to close the meeting. Carried unanimously.

Livingston County Water and Sewer Authority

October 2024

Financial Report

	Page(s)
Revenue & Expense Summary	1
Revenue & Expense Report (2024)	2-5
Revenue & Expense Report (2023)	6-8
2023 vs 2024 Purchased Water	9
Balance Sheet	10-12
Work in Progress Report	13
Debt Report	13
<u>Disbursements 10/1/24-10/31/24</u>	
Operating \$366,491.79	15-21
Capital \$212,185.21	22
Debt \$ 10,298.05	23
Total Disbursement \$588,975.05	

**October 2024
Revenue & Expenses**

REVENUE

2024 Budget Revenue 4,310,656

Year to date \$2,722,348 increase of \$317,557 over last year

Current Period \$ 29,215

-Retail Fees represents billing 1/1/24-7/31/24, next billing November 2024 for 8/1/24-10/31/24

-Retail Fees Increases \$339,545 units & rate increases, sewer rate over 14,000

EXPENSES

2024 Budget Expenses -\$4,420,661

Year to Date Expenses \$ 3,356,145 (approx. 76%) increase of \$257,830 over last year

Current Period \$ 340,330

-Wages	\$ 170,827	wage increases, meter replacement credit, one retirement, 1 intern, 2 hydrant painters, 1 operator
-Retirement	\$ 22,703	
-Health Insurance	\$ 87,994	plan increases, HSA increases, meter replacement credit
-Computer Services	\$ 13,375	Ziptility
-Electricity	\$ 57,245	Timing-rate increase
-Purchased Water	\$96,181	T. Leicester, V. Lima, & V. Leicester (see attached p. 6).
-Purchased Sewer	\$15,692	prev. year payables, timing V. Mt. Morris.
-Other Governments	\$24,718	T. Livonia-gate repairs

Profit Loss Report - Grouping Report

Account Description		October 2024 MTD CY	YTD CY	Revised	Uncollected/ Uncommitted
OPERATING REVENUE					
Fees:					
4110 Retail Fees		4,112.86	2,354,475.38	3,907,036.00	1,552,560.62
4120 Wholesale Fees		0.00	505.89	0.00	(505.89)
4125 Wholesale Fees V Caledonia		14,008.86	146,781.30	210,000.00	63,218.70
Total Fees...		18,121.72	2,501,762.57	4,117,036.00	1,615,273.43
Permit Fees:					
4200 Permits		11,110.00	119,710.00	55,000.00	(64,710.00)
Total Permit Fees...		11,110.00	119,710.00	55,000.00	(64,710.00)
O&M Services:					
4130 O&M Services		0.00	23,230.00	23,230.00	0.00
Total O&M Services...		0.00	23,230.00	23,230.00	0.00
Other Income:					
4140 Late Fees		(16.59)	38,873.14	52,690.00	13,816.86
4160 Billing Services		0.00	9,375.00	0.00	(9,375.00)
4410 Miscellaneous Income		0.00	24,397.60	37,500.00	13,102.40
4415 Other Governments		0.00	5,000.00	25,200.00	20,200.00
Total Other Income...		(16.59)	77,645.74	115,390.00	37,744.26
Total OPERATING REVENUE...		(29,215.13)	(2,722,348.31)	(4,310,656.00)	(1,588,307.69)
OPERATING EXPENSE					
Wages & Fringes:					
5010 Wages & Salaries		96,287.86	1,010,364.62	1,344,046.99	333,682.37
5020 Overtime		3,627.74	30,954.99	42,530.00	11,575.01
5030 FICA		7,381.83	77,574.94	107,501.98	29,927.04
5040 Retirement		0.00	37,560.50	156,018.00	118,457.50
5048 Retiree Health Insurance		4,159.11	37,429.35	56,600.00	19,170.65
5050 Health Insurance		32,873.37	373,112.15	440,257.00	67,144.85
5060 Workman's Comp/Disability		0.00	23,389.07	20,141.00	(3,248.07)
5070 Unemployment		174.92	10,244.33	15,000.00	4,755.67
Total Wages & Fringes...		144,504.83	1,600,629.95	2,182,094.97	581,465.02

Profit Loss Report - Grouping Report

Account Description	October 2024		Revised	Uncollected/ Uncommitted
	MTD CY	YTD CY		
Professional Service				
6110 Legal Services	11,386.00	39,755.92	30,075.00	(9,680.92)
6120 Engineering Services	1,645.00	16,883.60	53,200.00	36,316.40
6125 Project Engineering NC	35,752.81	35,752.81	59,900.00	24,147.19
6130 Financial Services	685.58	29,316.21	31,500.00	2,183.79
6140 Computer Services	184.98	36,620.31	35,700.00	(920.31)
6150 Insurance	0.00	92,390.95	127,000.00	34,609.05
6190 Other Professional Serv	0.00	21,615.34	15,000.00	(6,615.34)
Total Professional Ser...	49,654.37	272,335.14	352,375.00	80,039.86
Utilities:				
6210 Electricity	25,641.89	265,609.75	287,426.00	21,816.25
6220 Gas/Heating	1,056.50	19,595.33	28,100.00	8,504.67
6230 Telephone	757.38	16,691.38	29,325.00	12,633.62
Total Utilities...	27,455.77	301,896.46	344,851.00	42,954.54
Vehicle Expense:				
6420 Vehicle Mainteance	1,099.96	19,524.59	15,000.00	(4,524.59)
6430 Gasoline	9,085.67	29,722.02	44,562.00	14,839.98
Total Vehicle Expense...	10,185.63	49,246.61	59,562.00	10,315.39
Purchased Water/Se				
6510 Purchased Water	52,779.37	353,154.03	513,866.00	160,711.97
6515 Purchased Water MCWA	14,008.86	122,646.00	210,000.00	87,354.00
6520 Purchased Sewer Treatment	0.00	53,504.50	79,500.00	25,995.50
Total Purchased WA/SW...	66,788.23	529,304.53	803,366.00	274,061.47
Equipment Maintena				
6610 Equipment Repair/Supply	779.55	5,525.20	15,085.00	9,559.80
6625 Equipment	947.04	40,404.28	65,200.00	23,557.52
6635 Equip Lease/Rental Contra	600.00	6,600.00	12,200.00	5,600.00
Total Equipment Mainte...	2,326.59	52,529.48	92,485.00	38,717.32
Building Maintenanc				
6305 Water/Sewer Installs	9,350.00	25,090.00	25,000.00	(90.00)
6310 Outside O&M Services	12,248.50	131,341.39	134,302.80	2,961.41

Profit Loss Report - Grouping Report

Account Description	October 2024		Revised	Uncollected/ Uncommitted
	MTD CY	YTD CY		
6315 Water/Sewer Repair	0.00	7,301.11	20,000.00	12,698.89
6320 Laboratory Services	2,779.00	24,860.00	42,000.00	17,140.00
6350 Refuse Collection	490.63	2,448.61	3,000.00	551.39
6360 Cleaning Service	300.00	3,200.00	4,200.00	1,000.00
6620 Building Repair/Supply	12,817.88	146,733.57	91,950.00	(54,783.57)
6640 Customer Installation Sup	(43.76)	38,855.64	39,000.00	144.36
6650 Chemicals	0.00	24,096.43	75,500.00	51,403.57
Total Building Maint...	37,942.25	403,926.75	434,952.80	31,026.05
Other Expenses:				
6340 Uniforms/Clothing	417.63	7,474.18	10,150.00	2,675.82
6641 Other Governments	0.00	24,717.86	22,000.00	(2,717.86)
6700 Permits, Fees, & Inspecti	0.00	5,421.63	24,200.00	18,778.37
6810 Postage & Freight	179.00	12,327.53	15,800.00	3,472.47
6820 Office Supplies	405.05	5,581.45	7,160.00	1,578.55
6830 Advertising	48.50	508.83	4,390.00	3,881.17
6840 Travel & Training	422.49	26,361.89	26,275.00	(86.89)
6899 Prior Year Expense	0.00	63,883.28	0.00	(63,883.28)
Total Other Expenses...	1,472.67	146,276.65	109,975.00	(36,301.65)
Easements & Judgen				
6870 Easements & Landtaking	0.00	0.00	40,500.00	40,500.00
6880 Judgements & Claims	0.00	0.00	500.00	500.00
Total Easements & Judg...	0.00	0.00	41,000.00	41,000.00
Total OPERATING EXPENSE	340,330.34	3,356,145.57	4,420,661.77	1,063,278.00
GAIN/LOSS BEFORE DEPRECIATION	(311,115.21)	(633,797.26)	(110,005.77)	525,029.69
Depreciation Expens				
6910 Deprec Expense-non contri	72,067.63	716,398.23	0.00	(716,398.23)
6920 Deprec Expense-contribute	55,531.66	555,316.61	0.00	(555,316.61)
Total Depreciation Exp...	127,599.29	1,271,714.84	0.00	(1,271,714.84)
OPERATING GAIN/LOSS	(438,714.50)	(1,905,512.10)	(110,005.77)	1,796,744.53

Profit Loss Report - Grouping Report

Account Description	October 2024		Revised	Uncollected/ Uncommitted
	MTD CY	YTD CY		
Non-Operating Incom				
4115 Retail Fees-Debt Related	337.40	459,890.66	723,779.00	263,888.34
4300 Restricted Revenue	43.59	17,147.93	0.00	(17,147.93)
7110 Interest Income	5,977.56	71,957.25	0.00	(71,957.25)
Total Non-Oper Income...	6,358.55	548,995.84	723,779.00	174,783.16
Non-Operating Expe				
8110 Interest Expense	10,298.05	95,233.82	0.00	(95,233.82)
8140 Debt Fees	0.00	12,371.95	0.00	(12,371.95)
Total Non-Operat Expen...	(10,298.05)	(107,605.77)	0.00	107,605.77
Total NON-OPERATING	(3,939.50)	441,390.07	723,779.00	282,388.93
NET GAIN/LOSS BEFORE CONTRIB	(3,939.50)	441,390.07	723,779.00	282,388.93
CAPITAL CONTRIBUTI				
Grant Revenue:				
9110 Grant & Donation Revenue	0.00	365,785.17	0.00	(365,785.17)
Total Grant Revenue...	0.00	365,785.17	0.00	(365,785.17)
Total CAPITAL CONTRIBUTIONS	0.00	365,785.17	0.00	(365,785.17)
CHANGE IN NET ASSETS.....	(442,654.00)	(1,098,336.86)	613,773.23	1,713,348.29

67

Livingston County WSA
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 10/1/2023 Through 10/31/2023

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
OPERATING REVENUE						
Fees						
4110 Retail Fees	372.40	2,011,190.27	1,911,550.93	99,639.34	3,416,888.00	(1,405,697.73)
4120 Wholesale Fees	82.00	858.00	840.00	18.00	0.00	858.00
4125 Wholesale Fees V Caledonia	13,797.85	164,086.01	135,119.03	28,966.98	215,000.00	(50,913.99)
Total Fees	14,252.25	2,176,134.28	2,047,509.96	128,624.32	3,631,888.00	(1,455,753.72)
Permit Fees						
4200 Permits	12,845.00	67,302.00	104,891.89	(37,589.89)	45,000.00	22,302.00
4210 Permits Taps/Bores	0.00	52,608.00	0.00	52,608.00	0.00	52,608.00
Total Permit Fees	12,845.00	119,910.00	104,891.89	15,018.11	45,000.00	74,910.00
O&M Services						
4130 O & M Service	0.00	23,000.00	15,000.00	8,000.00	23,000.00	0.00
Total O&M Services	0.00	23,000.00	15,000.00	8,000.00	23,000.00	0.00
Other Income						
4140 Late Fees	225.38	41,199.21	29,432.95	11,766.26	36,326.00	4,873.21
4160 Billing Services	0.00	12,028.15	11,375.00	653.15	0.00	12,028.15
4410 Miscellaneous Income	19,912.84	50,540.10	18,289.44	32,250.66	222,500.00	(171,959.90)
7120 Insurance/Judgement Reimbursement	15,087.16	15,087.16	0.00	15,087.16	0.00	15,087.16
Total Other Income	35,225.38	118,854.62	59,097.39	59,757.23	258,826.00	(139,971.38)
Total OPERATING REVENUE	62,322.63	2,437,898.90	2,226,499.24	211,399.66	3,958,714.00	(1,520,815.10)
OPERATING EXPENSE						
Wages & Fringes						
5010 Wages & Salaries	77,046.23	839,538.31	771,320.24	68,218.07	1,196,773.00	357,234.69
5020 Overtime	3,872.72	30,655.52	33,748.39	(3,092.87)	46,782.00	16,126.48
5030 FICA	5,934.69	63,903.01	59,968.31	3,934.70	94,924.00	31,020.99
5040 Retirement	(1,177.91)	7,563.82	114,723.18	(107,159.36)	139,874.00	132,310.18
5048 Retiree Health Insurance	2,036.30	18,326.70	22,728.02	(4,401.32)	37,620.00	19,293.30
5050 Health Insurance	23,982.17	285,117.93	229,982.60	55,135.33	363,601.00	78,483.07
5060 Workman's Compensation/Disability	0.00	17,638.24	19,419.19	(1,780.95)	20,141.00	2,502.76
5070 Unemployment	22.70	8,816.60	4,505.42	4,311.18	15,000.00	6,183.40
Total Wages & Fringes	111,716.90	1,271,560.13	1,256,395.35	15,164.78	1,914,715.00	643,154.87
Professional Services						
6110 Legal Services	11,515.00	33,555.25	30,615.75	2,939.50	25,350.00	(8,205.25)
6120 Engineering Services	2,830.00	15,199.25	39,910.84	(24,711.59)	25,000.00	9,800.75
6125 Project Engineering NC	500.00	11,550.00	54,891.70	(43,341.70)	0.00	(11,550.00)
6130 Financial Services	321.48	26,609.57	19,965.26	6,644.31	18,300.00	(8,309.57)
6140 Computer Services	511.44	32,074.24	33,243.98	(1,169.74)	30,800.00	(1,274.24)
6150 Insurance	10,106.00	101,852.97	86,346.41	15,506.56	112,000.00	10,147.03
6160 Plant Operations	0.00	0.00	22,050.00	(22,050.00)	0.00	0.00
6190 Other Professional Services	0.00	45,900.00	12,154.25	33,745.75	31,000.00	(14,900.00)
Total Professional Services	25,783.92	266,741.28	299,178.19	(32,436.91)	242,450.00	(24,291.28)

Livingston County WSA
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 10/1/2023 Through 10/31/2023

		Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
Utilities							
6200	Computer Utilities	0.00	0.00	67.23	(67.23)	0.00	0.00
6210	Electricity	23,108.71	208,364.78	196,938.00	11,426.78	287,426.00	79,061.22
6220	Gas/Heating	525.90	15,650.68	25,939.08	(10,288.40)	33,600.00	17,949.32
6230	Telephone	1,480.38	13,974.41	18,882.64	(4,908.23)	23,707.00	9,732.59
	Total Utilities	25,114.99	237,989.87	241,826.95	(3,837.08)	344,733.00	106,743.13
Vehicle Expense							
6420	Vehicle Maint	(3,583.63)	(34,125.95)	17,787.41	(51,913.36)	16,000.00	50,125.95
6430	Gasoline	11,013.62	31,346.05	28,811.39	2,534.66	37,600.00	6,253.95
	Total Vehicle Expense	7,429.99	(2,779.90)	46,598.80	(49,378.70)	53,600.00	56,379.90
Purchased Water/Sewer							
6510	Purchased Water	25,612.91	256,972.55	263,395.44	(6,422.89)	376,908.00	119,935.45
6515	Purchased Water MCWA	13,797.85	148,897.40	155,102.35	(6,204.95)	215,000.00	66,102.60
6520	Purchased Sewer Treatment	0.00	37,812.25	45,765.95	(7,953.70)	79,500.00	41,687.75
	Total Purchased Water/Sewer	39,410.76	443,682.20	464,263.74	(20,581.54)	671,408.00	227,725.80
Equipment Maintenance							
6610	Equipment Repair/Supply	1,113.08	11,839.97	13,256.15	(1,416.18)	13,125.00	1,285.03
6625	Equipment	359.40	23,015.06	33,683.04	(10,667.98)	72,155.00	49,139.94
6635	Equip Lease/Rental Contracts	0.00	0.00	2,480.00	(2,480.00)	65,000.00	65,000.00
	Total Equipment Maintenance	1,472.48	34,855.03	49,419.19	(14,564.16)	150,280.00	115,424.97
Building Maintenance							
6300	Project Expense	0.00	75,186.40	4,501.20	70,685.20	129,435.00	54,248.60
6305	Water/Sewer Installs	0.00	34,863.75	0.00	34,863.75	45,000.00	10,136.25
6310	Outside O&M Services	9,356.75	162,037.10	244,750.40	(82,713.30)	138,000.00	(24,037.10)
6315	Water/Sewer Repair	0.00	26,391.95	0.00	26,391.95	40,000.00	13,608.05
6320	Laboratory Services	3,802.20	23,642.00	27,927.26	(4,285.26)	46,000.00	22,358.00
6325	Sludge Hauling	36,509.61	241,361.06	0.00	241,361.06	212,500.00	(28,861.06)
6350	Refuse Collection	234.49	3,865.13	8,373.37	(4,508.24)	9,800.00	5,934.87
6360	Cleaning Service	300.00	3,025.00	2,925.00	100.00	4,000.00	975.00
6370	Building Rent	600.00	600.00	0.00	600.00	0.00	(600.00)
6620	Building Repair/Supply	11,528.54	107,143.33	99,505.44	7,637.89	183,178.00	76,034.67
6640	Customer Installation Supplies	630.78	45,412.86	74,797.68	(29,384.82)	38,908.00	(6,504.86)
	Total Building Maintenance	62,962.37	723,528.58	462,780.35	260,748.23	846,821.00	123,292.42
Other Expenses							
6340	Uniforms/Clothing	384.93	5,240.53	4,052.72	1,187.81	7,050.00	1,809.47
6700	Permits, Fees & Inspections	10,180.77	13,047.57	5,163.00	7,884.57	23,915.00	10,867.43
6810	Postage & Freight	132.19	12,866.34	10,425.14	2,441.20	15,100.00	2,233.66
6820	Office Supplies	235.23	3,906.78	4,865.17	(958.39)	4,760.00	853.22
6830	Advertising	52.11	10,411.57	17,416.40	(7,004.83)	3,990.00	(6,421.57)
6840	Travel & Training	1,103.70	18,759.06	13,191.67	5,567.39	35,000.00	16,240.94
6885	Fines Errors & Losses	0.00	54.52	0.00	54.52	0.00	(54.52)

Livingston County WSA
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 10/1/2023 Through 10/31/2023

		Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
6890	Miscellaneous Expenses	0.00	(161.93)	(0.10)	(161.83)	0.00	161.93
6899	Prior Year expense	0.00	4,261.68	0.00	4,261.68	0.00	(4,261.68)
	Total Other Expenses	12,088.93	68,386.12	55,114.00	13,272.12	89,815.00	21,428.88
	Easements & Judgements						
6870	Easements & Landtaking	0.00	0.00	0.00	0.00	40,500.00	40,500.00
6880	Judgements & Claims	0.00	0.00	0.00	0.00	500.00	500.00
	Total Easements & Judgements	0.00	0.00	0.00	0.00	41,000.00	41,000.00
	Total OPERATING EXPENSE	285,980.34	3,043,963.31	2,875,576.57	168,386.74	4,354,822.00	1,310,858.69
	GAIN/LOSS BEF DEPRECIATION	(223,657.71)	(606,064.41)	(649,077.33)	43,012.92	(396,108.00)	(209,956.41)
	DEPRECIATION EXPENSE						
6910	Deprec Expense-non contrib	(62,425.64)	(631,970.65)	(500,593.59)	(131,377.06)	0.00	(631,970.65)
6920	Deprec Expense-contributed	(62,192.51)	(601,583.55)	(581,242.00)	(20,341.55)	0.00	(601,583.55)
	Total DEPRECIATION EXPENSE	(124,618.15)	(1,233,554.20)	(1,081,835.59)	(151,718.61)	0.00	(1,233,554.20)
	OPERATING GAIN/LOSS	(348,275.86)	(1,839,618.61)	(1,730,912.92)	(108,705.69)	(396,108.00)	(1,443,510.61)
	NON-OPERATING REVENUE/EXPENSE						
	Non-Operating Income						
4115	Retail Fees-Debt related	227.52	314,477.73	232,404.48	82,073.25	343,447.00	(28,969.27)
4300	Restricted Revenue	4,010.60	12,988.89	40.68	12,948.21	0.00	12,988.89
7110	Interest Income	6,154.01	70,535.39	24,989.19	45,546.20	0.00	70,535.39
	Total Non-Operating Income	10,392.13	398,002.01	257,434.35	140,567.66	343,447.00	54,555.01
	Non-Operating Expense						
8110	Interest Expense	0.00	(31,742.18)	(27,272.82)	(4,469.36)	0.00	(31,742.18)
8120	G/L on sale of Assets	0.00	19,350.00	0.00	19,350.00	0.00	19,350.00
8140	Debt Fees	0.00	(9,875.00)	(19,098.83)	9,223.83	0.00	(9,875.00)
	Total Non-Operating Expense	0.00	(22,267.18)	(46,371.65)	24,104.47	0.00	(22,267.18)
	Total NON-OPERATING REVENUE/EXPENSE	10,392.13	375,734.83	211,062.70	164,672.13	343,447.00	32,287.83
	NET GAIN/LOSS BEF CONTRIB	(337,883.73)	(1,463,883.78)	(1,519,850.22)	55,966.44	(52,661.00)	(1,411,222.78)
	CAPITAL CONTRIBUTIONS						
	Grant Revenue						
9110	Grant & Donation Revenue	0.00	289,508.42	226,531.20	62,977.22	100,000.00	189,508.42
	Total Grant Revenue	0.00	289,508.42	226,531.20	62,977.22	100,000.00	189,508.42
	Contributed Capital						
9130	Contributed Funds	0.00	17,450.00	0.00	17,450.00	0.00	17,450.00
	Total Contributed Capital	0.00	17,450.00	0.00	17,450.00	0.00	17,450.00
	Total CAPITAL CONTRIBUTIONS	0.00	306,958.42	226,531.20	80,427.22	100,000.00	206,958.42



Purchased Water 2024 vs 2023 **As of**
10/31/2024

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

2024			Increase/Decrease
Vcaledonia Payable	\$	(1,169)	\$ (930)
V Avon	\$	(4,866)	\$ (4,866)
City of Roch Payable	\$	(35,025)	\$ (10,025)
Tavon Payable	\$	(3,780)	\$ (246)
Village of Lima	\$	(11,305)	\$ (11,305)
Town of Leicester	\$	(14,118)	\$ (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	\$ 2,373
5.15.24		02.1.24-04.25.24	\$ 2,963	\$ (2,257)
9.18.24		4.26.24-7.29.24	\$ 2,709	\$ (3,007)

WA

2.15.23	VAVON	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

2.7.24	VAVON	11.1.23-1.31.24	\$ 5,711	\$ (2,433)
5.15.24	VAVON	02.01.24-04.30.24	\$ 6,587	\$ 6,587
8.7.24	VAVON	5.1.24-7.31.24	\$ 4,971	\$ (4,854)

WC

VCaledonia			
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				
1.10.24	9.7.23-12.11.23	\$	968	\$ 968
4.4.24	12.11.23-3.7.24	\$	1,075	\$ 133
7.16.24	3.8.24-6.6.24	\$	950	\$ (125)
10.2.24	6.6.24-9.25.24	\$	956	\$ (66)

WR

City of Roch			
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			
1.17.24	12.1.23-12.31.23	\$	22,025	\$ 22,025	
2.9.24	12.31.23-1.31.24	\$	26,999	\$ 26,999	
					Includes \$13,008 rate adj
3.20.24	1.31.24-2.23.24	\$	43,503	\$ (7,299)	
4.17.24	2.23.24-3.26.24	\$	29,877	\$ 4,669	
5.15.24	03.27.24-04.26.24	\$	34,520	\$ 8,255	
6.18.24	04.26.24-5.30.24	\$	34,533	\$ 8,285	
7.16.24	5.31.24-6.26.24	\$	31,419	\$ 7,787	
				\$ (34,561)	
9.17.24	6.6.24-7.31.24	\$	41,856	\$ 12,429	
10.2.24	7.31.24-8.31.24	\$	33,405	\$ 8,813	

8.2.23	V Lima	\$ 8,175
--------	--------	----------

VLima

		2023	
1.17.24	V Lima	\$ 5,517	\$ 5,517
7.3.24	V Lima	\$ 6,159	\$ 6,159
9.18.24	V Lima	\$ 3,150	\$ (5,025)

Tleicester (T. York)

2.7.24	10-1.23-12/31/.23	\$ 14,118	\$ 14,118
4.17.24	1.1.24-3.31.24	\$ 19,173	\$ 19,173
7.3.24	4.1.24-6.30.24	\$ 15,239	\$ 15,239
10.2.24	7.1.24-9.30.24	\$ 5,897	\$ 5,897

VLeicester

7.16.24	4/1/24-6/30/24	\$ 9,263	\$ 9,263
10.16.24	7.1.24-9.30.24	12432	\$ 12,432

Over/Under Prev. Year \$ 96,003

10

Balance Sheet - Grouping
October 2024

CURRENT ASSETS

Cash & Cash Equivalents:

01 Checking - Operating	8,913.28
03 Checking - Reserve	558,695.41
04 Checking - Debt Reserve	922,617.34
Total Cash & Cash Equivalents	1,490,226.03

Accounts Receivable:

01.1210	A/R Retail Service Fees	0.00
03.1210	A/R Retail Fees	3,342.51
01.1215	A/R Fees-Debt	0.00
04.1215	A/R Fees Debt	(5,546.87)
01.1230	A/R Accrued Billing	0.00
01.1235	A/R Relevy	0.00
03.1235	A/R Relevy	267,084.51
04.1235	A/R Debt Relevy	53,555.28
03.1290	Other Receivables	0.00
03.1292	Grants Receivable	0.00
	Total Accounts Receivable	318,435.43

Capital Contributions Receiv

03.1275	Contributions Receivable	25,219.93
	Total Capital Contributions Re	25,219.93

Prepaid Expenses:

01.1700	Prepaid Expenses	149,136.08
	Total Prepaid Expenses	25,219.93

Funds Held for Others:

02.1100	Checking - Clearing	87,736.75
06.1185	Checking - Funds Held for Othe	1,431.22
	Total Funds Held for Others	89,167.97

Total CURRENT ASSETS 581,959.41

NON-CURRENT ASSETS

Restricted Cash:

05.1160	Checking - Restricted	12,119.63
07.1171	Checking - 2023 BAN	0.00
01.1181	SLGS Debt Reserve	110,633.98
01.1182	C8-6449-05-00-Reserve	267,177.00
	Total Restricted Cash	389,930.61

Capital Contrib Receivable



Balance Sheet - Grouping
October 2024

01.1380	Contributions Receivable-LT	109,053.31
01.1382	Cont. Rec.-LT Dairy Knoll	123,991.27
	Total Capital Contrib Receivab	233,044.58

Property & Equipment, Net Dep

01.1410	Land	150,284.85
01.1420	DP, Electronic, Comm Equip	643,360.14
01.1430	Automotive Equipment	1,194,137.42
01.1440	Bldg Maint, Tools, Machines	3,736,554.95
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	(517,714.37)
01.1530	Accum Depr: Automotive	(384,075.81)
01.1540	Accum Depr: Tools, Machines	(2,190,802.43)
01.1550	Accum Depr: Water Systems	(5,751,709.19)
01.1560	Accum Depr: Sewer Systems	(12,719,277.71)
01.1570	Accum Depr: Buildings	(3,179,512.90)
01.1580	Accum. Dep-leased Holdings	(105,291.46)
01.1590	Accum Depr Right to Use	(56,972.54)
	Total Property & Equipment	38,503,814.49

Work-In-Progress

01.1600	Work-In-Progress	5,866,252.82
	Total Work-In-Progress	5,866,252.82

Deferred Outflow Asset

01.2200	Deferred Outflow-Pension	573,995.50
01.2210	Deferred Outflow -OPEB	303,621.00
	Total Deferred Outflow Asset	877,616.50

Deferred Inflows

Total NON-CURRENT ASSETS 45,870,659.00

TOTAL ASSETS 47,942,844.44

CURRENT LIABILITIES

Accounts Payable

01.2025	Accrued Interest Payable	0.00
01.2050	Accrued Payroll	(5,706.47)
04.2025	Accrued Interest	28,795.00
	Total Accounts Payable	23,088.53

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	0.00

Balance Sheet - Grouping
October 2024

12

01.2022	Current Portion Debt C8-6449-0	0.00
01.2023	2023 BAN	0.00
03.2019	Loan Pay ST-D0-18746	3,281,269.39
04.2020	Current Debt Payable	(0.29)
07.2023	2023 BAN	1,145,000.00
	Total Current Portion Loans Pa	4,426,269.10

Other Current Liabilities

01.2090	Other Accounts Payable	0.00
	Total Other Current Liability	0.00

Fund Held for Others

01.2080	Funds Held for Others	(1,592.06)
02.2080	Funds Held For Others	(164,466.07)
06.2080	Funds Held for others	228.41
	Total Funds Held for Others	(165,829.72)

Total CURRENT LIABILITIES 4,283,527.91

NON-CURRENT LIABILITIES

System Revenue Notes Payable

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
	Total System Revenue Notes Pay	13,333,941.47

Total NON-CURRENT LIABILITIES 13,333,941.47

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
	Total Other	41,554,530.04

TOTAL LIABILITIES 59,171,999.42

Equity Balance (11,404,427.61)

Total Liabilities:

And Equity Balance (175,272.63)

Project	Code	Project Name	Expenditures		Budget			Financing			Date Bega	End Date	
			Expenses	Capitalized	Budget	Balance	Service Area	Funding	Grant/Contr ibuted	Reserve			Debt
DEBT & REIMBURSABLE PROJECTS													
31131		County Wide WaterSystem Improvements (EFC WIIA)	1,832,440.74	3,351,506.26	9,250,000	4,066,053.00	33WM/WR	DO 18746	\$ 3,000,000	\$ -	\$ 6,250,000	7/12/2019	12/31/2024
31142		LakevilleWWTP Plant Phase 2 (EFC WIIA)	1,381,437.16	4,309,052.41	5,525,016.06	(165,473.51)	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)	53,701.48		657,524	603,822.52	32SD	01584GG	\$ 367,576	\$ 66,600	\$ 313,348	1/1/2022	on hold
31121		Lakeville WWTP Chemical Feed Facility (WQIP)	503,202.81		484,850	(18,352.81)	32SLV	111711	\$ 198,055	\$ 38,000	\$ 248,795	1/1/2022	12/31/2023
31450		Leicester/York Regional Water Project	291,386.75										
31455		Conesus Lake PS Improvements (EFC WIIA)	664,730.47		8,750,000	8,085,269.53		C8-6449-06-00	\$ 3,750,000	\$ -	\$ 5,000,000		
31475		2023 Sewer Collection Improvements	883,612.64		1,500,000	616,387.36							
			5,610,512.05			13,187,706.09							
GENERAL RESERVE PROJECTS													
Reserve Cash for Debt & Reimbursable Projects						\$ 104,600.00							
31148		SCADA System Wide Improvements	\$ 255,740.77		\$ 370,000	\$ 114,259.23						1/1/2022	12/31/2023
Total General Reserve Projects			255,740.77			218,859.23							
Total WIP Expense (GL 1600)			5,866,252.82										

4

Disbursements 10/1/24-10/31/24

Operating disbursements	\$ 366,491.79
Capital Project disbursements	\$ 212,185.21
Debt Payments	<u>\$ 10,298.05</u>
Total Disbursement	\$ 588,975.05

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Operating Expense Overview
From 10/1/2024 through 10/31/2024

(15)

<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>
ALS Group USA*						
	10/2/2024	Samples 08/29/24	6320	Laboratory Services	489.00	4917
	10/16/2024	Samples 09/26/24	6320	Laboratory Services	264.00	4956
	10/16/2024	Samples 09/19/24	6320	Laboratory Services	202.00	4956
	10/16/2024	Samples 09/19/24	6320	Laboratory Services	389.00	4956
	10/2/2024	Samples 09/05/24	6320	Laboratory Services	264.00	4917
	10/2/2024	Samples 09/05/24	6320	Laboratory Services	202.00	4917
	10/2/2024	Samples 09/12/24	6320	Laboratory Services	294.00	4917
Transaction Total					2,104.00	
American Bankers Insurance Compa						
	10/16/2024	Policy 8704344276 5346 N Point Rd	1700	Prepaid Expenses	1,764.00	4957
	10/16/2024	Policy 8704344265 - 3098 Mt.Morris G	1700	Prepaid Expenses	1,340.00	4957
Transaction Total					3,104.00	
Bailey Electric Motor Pump & Supply						
	10/2/2024	Tank Mixer repair - Groveland	6620	Building Repair/Supply	3,699.00	4918
Transaction Total					3,699.00	
Benefactor Funding Corp*						
	10/16/2024	Samples 09/25/24	6320	Laboratory Services	189.00	4958
	10/2/2024	Samples 08/27/24	6320	Laboratory Services	216.00	4919
	10/2/2024	Samples 09/09/24	6320	Laboratory Services	189.00	4919
	10/2/2024	Samples 09/09/24	6320	Laboratory Services	27.00	4919
	10/2/2024	Samples 09/09/24	6320	Laboratory Services	27.00	4919
	10/2/2024	Samples 09/09/24	6320	Laboratory Services	27.00	4919
Transaction Total					675.00	
CSEA Employee Benefit Fund Dental						
	10/16/2024	Vision and Dental 11/01/24 - 11/30/24	2050	Accrued Payroll	767.92	4959
	10/16/2024	Vision and Dental 11/01/24 - 11/30/24	5050	Health Insurance	512.03	4959
	10/16/2024	Vision and Dental 11/01/24 - 11/30/24	5050	Health Insurance	165.77	4959
	10/16/2024	Vision and Dental 11/01/24 - 11/30/24	5050	Health Insurance	8.45	4959
	10/16/2024	Vision and Dental 11/01/24 - 11/30/24	5050	Health Insurance	15.96	4959
	10/16/2024	Vision and Dental 11/01/24 - 11/30/24	5050	Health Insurance	296.94	4959
Transaction Total					1,767.07	
CSEA, Inc*						
	10/2/2024	Union Dues 09/13/24, 09/27/24	2050	Accrued Payroll	535.42	4920
Transaction Total					535.42	
Casella Waste Services*						
	10/2/2024	09/01/24 - 09/30/24	6350	Refuse Collection	245.80	4921
	10/16/2024	10/01/24 - 10/31/24	6350	Refuse Collection	244.83	4960
Transaction Total					490.63	
Charter Communications*						
	10/16/2024	10/08/24 - 11/07/24	6140	Computer Services	184.98	4961
Transaction Total					184.98	
Chase Card Services*						
	10/17/2024	09/03/24 - 10/02/24	6310	Outside O & M Services	31.24	164
	10/17/2024	09/03/24 - 10/02/24	6810	Postage	179.00	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	95.08	164
	10/17/2024	09/03/24 - 10/02/24	6625	Purchased Equipment	139.99	164
	10/17/2024	09/03/24 - 10/02/24	6340	Uniforms & Clothing	22.98	164

16

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	10/17/2024	09/03/24 - 10/02/24	6610	Equipment Repair/Supply	59.99	164
	10/17/2024	09/03/24 - 10/02/24	6840	Travel & Training	70.88	164
	10/17/2024	09/03/24 - 10/02/24	6840	Travel & Training	42.81	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	46.58	164
	10/17/2024	09/03/24 - 10/02/24	6610	Equipment Repair/Supply	70.38	164
	10/17/2024	09/03/24 - 10/02/24	6610	Equipment Repair/Supply	187.21	164
	10/17/2024	09/03/24 - 10/02/24	6840	Travel & Training	13.80	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	9.94	164
	10/17/2024	09/03/24 - 10/02/24	6840	Travel & Training	175.00	164
	10/17/2024	09/03/24 - 10/02/24	6625	Purchased Equipment	309.89	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	11.99	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	19.54	164
	10/17/2024	09/03/24 - 10/02/24	6340	Uniforms & Clothing	28.98	164
	10/17/2024	09/03/24 - 10/02/24	6840	Travel & Training	60.00	164
	10/17/2024	09/03/24 - 10/02/24	6840	Travel & Training	60.00	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	145.00	164
	10/17/2024	09/03/24 - 10/02/24	6625	Purchased Equipment	13.99	164
	10/17/2024	09/03/24 - 10/02/24	6620	Building Repair/Supply	50.33	164
	10/17/2024	09/03/24 - 10/02/24	6625	Purchased Equipment	15.98	164
	10/17/2024	09/03/24 - 10/02/24	6420	Vehicle Maint/Repair	60.00	164
	10/17/2024	09/03/24 - 10/02/24	6420	Vehicle Maint/Repair	30.00	164
Transaction Total					1,950.58	
City Treasurer, Rochester, NY*						
	10/2/2024	07/31/24 - 08/31/24	6510	Purchased Water	33,405.28	4922
Transaction Total					33,405.28	
Clark Patterson Lee*						
	10/16/2024	Professional Services 07/27/24 - 08/23	6120	Engineering Services	500.00	4962
	10/16/2024	Professional Services 07/27/24 - 08/23	6120	Engineering Services	500.00	4962
	10/16/2024	Professional Services 07/27/24 - 08/23	6120	Engineering Services	150.00	4962
	10/16/2024	Professional Services 07/27/24 - 08/23	6120	Engineering Services	495.00	4962
Transaction Total					1,645.00	
Commercial Automotive*						
	10/2/2024	2022 RAM 1500 #110 Oil change, insp	6420	Vehicle Maint/Repair	64.99	4924
	10/2/2024	2022 Ford F150 #109-Oil change, insp	6420	Vehicle Maint/Repair	64.99	4924
	10/2/2024	2021 Chevy 2500 #105-Oil change, AC	6420	Vehicle Maint/Repair	879.98	4924
Transaction Total					1,009.96	
Complete Payroll*						
	10/11/2024	PR21 (09.22.24-10.05.24)	5010	Wages & Salaries	509.77	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5010	Wages & Salaries	8,242.45	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5010	Wages & Salaries	20,905.46	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5010	Wages & Salaries	847.47	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5010	Wages & Salaries	13,715.86	158
	10/25/2024	PR 22 (10.6.24-10.19.24)	5010	Wages & Salaries	13,715.51	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	6130	Financial Services	113.72	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5070	Unemployment	71.76	166
	10/11/2024	PR21 (09.22.24-10.05.24)	5020	Overtime	10.48	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5010	Wages & Salaries	42.70	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5020	Overtime	538.85	158
	10/11/2024	PR21 (09.22.24-10.05.24)	6130	Financial Services	222.76	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5070	Unemployment	103.16	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5030	FICA	1,873.42	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5030	FICA	714.82	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5030	FICA	44.97	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5030	FICA	68.99	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5030	FICA	1,117.36	158
	10/11/2024	PR21 (09.22.24-10.05.24)	5020	Overtime	2,108.81	158
	10/25/2024	PR 22 (10.6.24-10.19.24)	5030	FICA	1,626.17	166

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	10/25/2024	PR 22 (10.6.24-10.19.24)	5030	FICA	705.32	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5030	FICA	1,118.71	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5020	Overtime	514.00	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5020	Overtime	417.17	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5020	Overtime	17.89	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5010	Wages & Salaries	510.66	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5010	Wages & Salaries	8,243.12	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5020	Overtime	20.54	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5030	FICA	69.02	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5010	Wages & Salaries	847.47	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5030	FICA	43.05	166
	10/25/2024	PR 22 (10.6.24-10.19.24)	5010	Wages & Salaries	19,452.87	166
Transaction Total					98,554.31	
Core and Main LP*						
	10/16/2024	Water repair parts	6620	Building Repair/Supply	703.20	4963
	10/16/2024	Meter replacement ARS	6620	Building Repair/Supply	143.02	4963
Transaction Total					846.22	
Excellus Health Plan-Group*						
	10/16/2024	11/01/24 - 11/30/24	5050	Health Insurance	17,670.03	4964
	10/16/2024	11/01/24 - 11/30/24	5050	Health Insurance	4,424.78	4964
	10/16/2024	11/01/24 - 11/30/24	5050	Health Insurance	212.30	4964
	10/16/2024	11/01/24 - 11/30/24	2050	Accrued Payroll	2,105.27	4964
	10/16/2024	11/01/24 - 11/30/24	5048	Retiree Health Insurance	2,053.83	4964
	10/16/2024	11/01/24 - 11/30/24	5050	Health Insurance	9,053.65	4964
	10/16/2024	11/01/24 - 11/30/24	5050	Health Insurance	513.46	4964
Transaction Total					36,033.32	
F.W. Webb*						
	10/2/2024	Parts for repairs	6620	Building Repair/Supply	1,469.50	4927
	10/2/2024	Repair Clamps	6620	Building Repair/Supply	618.00	4927
Transaction Total					2,087.50	
Fineline Pipeline, Inc*						
	10/16/2024	Sewer Tap 3968 Graywood Center	6305	Water/Sewer Installs	9,350.00	4965
Transaction Total					9,350.00	
Five Corners Repair*						
	10/2/2024	Clarifier Repair valve handle	6620	Building Repair/Supply	100.00	4928
	10/2/2024	Lakeville Repair	6620	Building Repair/Supply	1,350.00	4928
Transaction Total					1,450.00	
Frey Municipal Software*						
	10/16/2024	Bucs and Cubic 11/01/24 - 10/31/25	1700	Prepaid Expenses	10,874.02	4966
Transaction Total					10,874.02	
Frontier*						
	10/2/2024	08/23/24-09/22/24	6230	Telephone	53.58	4929
Transaction Total					53.58	
Genesee Lumber Inc*						
	10/16/2024	Tarp for Springwater Plant	6620	Building Repair/Supply	33.99	4967
	10/16/2024	Shop Tarp	6620	Building Repair/Supply	64.99	4967
	10/16/2024	Spray bottle for chlorine	6620	Building Repair/Supply	5.99	4967
	10/16/2024	Gloves	6340	Uniforms & Clothing	35.98	4967
	10/16/2024	Repair Maple Beach	6620	Building Repair/Supply	2.98	4967
	10/16/2024	Block	6620	Building Repair/Supply	109.60	4967
	10/16/2024	Repair Maple Beach	6620	Building Repair/Supply	8.98	4967
	10/16/2024	Shop	6620	Building Repair/Supply	24.95	4967
	10/16/2024	Rope for Sludge - Lakeville	6620	Building Repair/Supply	11.80	4967

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	10/2/2024	Shop - nuts, bolts, hardware	6620	Building Repair/Supply	13.89	4931
	10/2/2024	Lakeville supplies	6620	Building Repair/Supply	6.99	4931
	10/2/2024	Driveway sealer near Admin Bldg	6620	Building Repair/Supply	27.99	4931
	10/2/2024	Gloves, green marking paint	6620	Building Repair/Supply	9.99	4931
	10/16/2024	Block	6620	Building Repair/Supply	155.72	4967
	10/2/2024	Gloves, green marking paint	6620	Building Repair/Supply	17.99	4931
	10/2/2024	Tools for truck	6625	Purchased Equipment	22.57	4931
	10/2/2024	Manhole repairs	6620	Building Repair/Supply	49.50	4931
	10/2/2024	Shop Tools	6625	Purchased Equipment	24.45	4931
	10/2/2024	Supplies - Cold Storage, Water Station	6620	Building Repair/Supply	15.98	4931
	10/2/2024	Supplies - Cold Storage, Water Station	6620	Building Repair/Supply	17.98	4931
	10/2/2024	Lake Stations - light bulbs, tape, clamp	6620	Building Repair/Supply	52.54	4931
	10/2/2024	Shop - blocks	6620	Building Repair/Supply	159.99	4931
Transaction Total					874.84	
Grainger*						
	10/16/2024	Tools	6625	Purchased Equipment	249.72	4968
	10/2/2024	Lakeville Rain Gauge supplies	6620	Building Repair/Supply	79.08	4932
	10/2/2024	Lakeville supplies for Rain Gauge	6620	Building Repair/Supply	69.96	4932
	10/2/2024	Work Boots - Todd Marsh	6340	Uniforms & Clothing	179.04	4932
	10/2/2024	Padlocks for Stations stock	6620	Building Repair/Supply	96.42	4932
	10/2/2024	Tools for Lakeville	6625	Purchased Equipment	170.45	4932
	10/2/2024	Chlorine Analyzer supplies	6620	Building Repair/Supply	3.67	4932
	10/2/2024	Bulbs for Lake Stations	6620	Building Repair/Supply	190.08	4932
	10/2/2024	Rain Gauge Install	6620	Building Repair/Supply	169.99	4932
	10/2/2024	Lakeville Plant	6620	Building Repair/Supply	38.32	4932
Transaction Total					1,246.73	
Hach Company*						
	10/16/2024	Shelly Rd PS chlorine analyzer	6620	Building Repair/Supply	13.16	4969
	10/2/2024	Parts for Chlorine Analyzers	6620	Building Repair/Supply	63.40	4933
Transaction Total					76.56	
Invoice Cloud*						
	10/10/2024	Bill Portal Fee	6130	Financial Services	274.10	160
Transaction Total					274.10	
Jackson Welding & Gas Products*						
	10/2/2024	Cylinder rental	6620	Building Repair/Supply	42.03	4934
Transaction Total					42.03	
Koester Associates, Inc*						
	10/2/2024	Grit Collection System Parts	6620	Building Repair/Supply	1,843.08	4935
Transaction Total					1,843.08	
Kruk & Campbell*						
	10/16/2024	Legal Services 07/01/24 - 09/30/24	6110	Legal Services	6,133.50	4970
Transaction Total					6,133.50	
LaGrou, Sean*						
	10/2/2024	Clothing Allowance	6340	Uniforms & Clothing	52.75	4936
Transaction Total					52.75	
Lakeside Equipment Corp*						
	10/2/2024	Clarifier Repair part	6620	Building Repair/Supply	50.00	4937
Transaction Total					50.00	
Leake's Fixit Shop*						
	10/2/2024	Chop Saw Repair	6610	Equipment Repair/Supply	135.20	4938
Transaction Total					135.20	

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
Lifetime Benefit Solution*	10/30/2024	Admin Fee 9/1/24-9/30/24	6130	Financial Services	75.00	168
	10/31/2024	L. Monaghan 10.1.24	2050	Accrued Payroll	960.00	169
	Transaction Total				1,035.00	
Livingston Co Treasurer*	10/2/2024	Retiree Health Insurance 09/01/24 - 09	5048	Retiree Health Insurance	2,105.28	4939
	Transaction Total				2,105.28	
Livingston County News*	10/2/2024	Budget Public Hearing	6830	Advertising	48.50	4940
	Transaction Total				48.50	
Molino, Jason*	10/2/2024	Cell Phone Allowance 10/01/24 - 10/31	6230	Telephone	50.00	4941
	Transaction Total				50.00	
Monaghan, Lauren*	10/2/2024	Cell Phone Allowance 10/01/24 - 10/31	6230	Telephone	50.00	4942
	Transaction Total				50.00	
Monroe County Water Authority*	10/16/2024	09/01/24 - 09/30/24	6515	Purchased Water MCWA	14,008.86	4971
	Transaction Total				14,008.86	
NRG Business Marketing - Direct Enr	10/2/2024	08/15/24 - 09/12/24	6220	Gas/Heating	89.29	4943
	Transaction Total				89.29	
NYS DOS*	10/16/2024	Vac Truck interest reimbursement	6895	Prior Year Revenue Return	11,741.33	4972
	Transaction Total				11,741.33	
NYS Deferred Compensation Plan*	10/25/2024	PR 22 (10.06.24-10.19.24)	2050	Accrued Payroll	1,454.02	165
	10/11/2024	PR21 (09.22.24-10.05.24) PD 10.11.24	2050	Accrued Payroll	1,623.45	159
	Transaction Total				3,077.47	
NYS Employees Retirement System*	10/22/2024	October 2024 Employee Retirement	2050	Accrued Payroll	2,250.54	167
	Transaction Total				2,250.54	
NYSEG*	10/16/2024	09/10/24 - 10/08/24	6220	Gas/Heating	106.66	4973
	10/16/2024	09/10/24 - 10/08/24	6220	Gas/Heating	45.35	4973
	10/16/2024	09/10/24 - 10/08/24	6220	Gas/Heating	439.35	4973
	10/16/2024	09/10/24 - 10/08/24	6210	Electricity	45.56	4973
	Transaction Total				636.92	
National Grid*	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	20.20	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	491.81	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	88.46	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	25.98	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	6,105.15	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	36.77	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	7,210.94	4944
	10/2/2024	08/23/24 - 09/22/24	6210	Electricity	11,404.66	4944
	Transaction Total				25,383.97	
Piranha Tec Dr LLC*						

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	10/16/2024	11/01/24 - 11/30/24	6635	Equipment Lease/Rental Co	600.00	4974
				Transaction Total	600.00	
PlanTech*						
	10/2/2024	Repairs Adams,Sliker,Avon,MtMorris,C	6310	Outside O & M Services	500.00	4945
	10/2/2024	Repairs Adams,Sliker,Avon,MtMorris,C	6310	Outside O & M Services	300.00	4945
	10/2/2024	Repairs Adams,Sliker,Avon,MtMorris,C	6310	Outside O & M Services	300.00	4945
	10/2/2024	Repairs Adams,Sliker,Avon,MtMorris,C	6310	Outside O & M Services	300.00	4945
	10/16/2024	Thermal Couplers for heaters	6310	Outside O & M Services	160.00	4975
	10/2/2024	Repairs Adams,Sliker,Avon,MtMorris,C	6310	Outside O & M Services	200.00	4945
				Transaction Total	1,760.00	
Racinowski*David						
	10/2/2024	Clothing Allowance	6340	Uniforms & Clothing	97.90	4946
				Transaction Total	97.90	
Rochester Gas & Electric*						
	10/2/2024	08/16/24 - 09/13/24	6210	Electricity	63.75	4947
	10/2/2024	08/16/24 - 09/13/24	6220	Gas/Heating	371.20	4947
	10/16/2024	08/16/24-09/13/24	6210	Electricity	101.08	4976
	10/2/2024	08/16/24 - 09/13/24	6220	Gas/Heating	-40.51	4947
	10/16/2024	08/16/24-09/13/24	6220	Gas/Heating	21.85	4976
	10/2/2024	08/16/24 - 09/13/24	6220	Gas/Heating	23.31	4947
	10/2/2024	08/16/24 - 09/13/24	6210	Electricity	47.53	4947
				Transaction Total	588.21	
ServiceMaster*						
	10/16/2024	09/01/24 - 09/30/24	6360	Cleaning Services	300.00	4977
				Transaction Total	300.00	
Siewert Equipment Company*						
	10/16/2024	Adams Rd, Mt Morris PS	6310	Outside O & M Services	813.25	4978
	10/16/2024	Adams Rd, Mt Morris PS	6310	Outside O & M Services	813.25	4978
	10/16/2024	Hemlock PS turbine pumps	6310	Outside O & M Services	3,238.00	4978
	10/16/2024	Adams Rd PS repair	6310	Outside O & M Services	5,438.00	4978
				Transaction Total	10,302.50	
Staples Contract & Commercial*						
	10/2/2024	Office Supplies - notebooks	6820	Office Supplies	29.43	4948
	10/2/2024	Office Supplies - legal pocket folders	6820	Office Supplies	38.60	4948
				Transaction Total	68.03	
Ti-Sales Inc*						
	10/2/2024	Neptune T-10 Meter refund	6640	Customer Installation Supplie	-874.00	4949
	10/2/2024	Antennas for Meter Pits, seals	6640	Customer Installation Supplie	830.24	4949
	10/2/2024	Meter Seals	6620	Building Repair/Supply	43.53	4949
				Transaction Total	-0.23	
Toshiba American Business Solution						
	10/2/2024	09/15/24 -10/15/24	6820	Office Supplies	337.02	4950
				Transaction Total	337.02	
Town of Leicester*						
	10/2/2024	Town of York 07/01/24 - 09/30/24	6510	Purchased Water	5,896.66	4951
				Transaction Total	5,896.66	
Town of Livonia - Highway Dept*						
	10/16/2024	Fuel 07/01/24 - 09/30/24	6430	Gasoline	9,085.67	4979
				Transaction Total	9,085.67	
USA Blue Book*						

21

<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>
	10/16/2024	Cut off Saw blades	6610	Equipment Repair/Supply	326.77	4980
	10/16/2024	TubeKits Chlorine Analyzer Hemlock,D	6620	Building Repair/Supply	562.58	4980
	10/2/2024	Chlorine Test Reagent	6620	Building Repair/Supply	299.56	4952
Transaction Total					1,188.91	
Udig-NY*	10/2/2024	07/01/24 - 09/30/24	6310	Outside O & M Services	154.76	4953
Transaction Total					154.76	
Underberg & Kessler*	10/16/2024	Professional Services 09/01/24 - 09/30	6110	Legal Services	82.50	4981
Transaction Total					82.50	
Verizon Wireless*	10/16/2024	10/02/24 - 11/01/24	6230	Telephone	603.80	4982
Transaction Total					603.80	
Village of Caledonia*	10/2/2024	State Street 06/06/24 - 09/25/24	6510	Purchased Water	90.23	4954
	10/2/2024	Middle Road 06/06/24 - 09/25/24	6510	Purchased Water	955.50	4954
Transaction Total					1,045.73	
Village of Leicester*	10/16/2024	Cuylerville Rd, S.Main St meters	6510	Purchased Water	12,431.70	4983
Transaction Total					12,431.70	
Webster Szanyi LLP*	10/16/2024	Legal Services 09/01/24 - 09/30/24	6110	Legal Services	5,170.00	4984
Transaction Total					5,170.00	
Wendel Companies*	10/2/2024	Space Needs Study	6125	Project Engineering NC	35,752.81	4955
Transaction Total					35,752.81	
Grand Totals...					366,491.79	

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Capital Projects
From 10/1/2024 through 10/31/2024

(22)

<u>Project #</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>PINV VEN NAME</u>	<u>Expenses</u>	<u>Check #</u>
31121		Lakeville WWTP Chem Feed			
	10/2/2024	P31121 - Pay App 7	Crane Hogan Structural System	7,796.81	4925
			Transaction Total	7,796.81	
31131		County Wide Water Improvements			
	10/16/2024	P31131 - Chlorine Pump work	PlanTech*	400.00	4975
	10/16/2024	P31131 Professional Svs 07/27/24 - 08/23/24	Clark Patterson Lee*	15,150.00	4962
	10/2/2024	P31131 - meters and flange kits	Ti-Sales Inc*	4,996.48	4949
			Transaction Total	20,546.48	
31142		Lakeville WWTP			
	10/2/2024	P31142 Lakeville WWTP. balance due	EYW Companies LLC*	3,000.00	4926
			Transaction Total	3,000.00	
31148		SCADA System Wide Improvements			
	10/2/2024	P31148 Detailed Design 08/25/24 - 09/28/24	GHD Services Inc*	23,054.66	4930
			Transaction Total	23,054.66	
31450		Leicester/York Regional Water			
	10/16/2024	P31450 - Legal Services 07/01/24 - 09/30/24	Kruk & Campbell*	5,875.00	4970
			Transaction Total	5,875.00	
31455		Conesus Lake PS Improvements			
	10/16/2024	P31455 - Prof Services 08/24/24-09/27/24	Clark Patterson Lee*	12,842.40	4962
	10/2/2024	P31455 Prof Services 04/27/24-05/24/24	Clark Patterson Lee*	31,502.70	4923
	10/2/2024	P31455 Prof Services 05/25/24-06/28/24	Clark Patterson Lee*	29,649.60	4923
	10/2/2024	P31455 Prof Services 06/29/24-07/26/24	Clark Patterson Lee*	25,943.40	4923
	10/2/2024	P31455 Prof Services 07/27/24-08/23/24	Clark Patterson Lee*	18,531.00	4923
	10/16/2024	P31455 - Prof Services 08/29/24-09/30/24	Underberg & Kessler*	55.00	4981
	10/2/2024	P31455 Prof Services 03/30/24-04/26/24	Clark Patterson Lee*	33,388.16	4923
			Transaction Total	151,912.26	
Grand Totals...				212,185.21	

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Debt Reserve Expense Overview
From 10/1/2024 through 10/31/2024

23

<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>
M&T Bank-Bond pmts*						
	10/11/2024	D0-18746 Interest	8110	Interest	2,963.68	163
	10/11/2024	C8-6449-04-01 Interest	8110	Interest Exp	7,334.37	162
Transaction Total					10,298.05	
Grand Totals...					10,298.05	

LCWSA OPERATIONS REPORT

November 20, 2024

Water and Sewer Work Program

Customer Work Orders	Staff completed 102 workorders up 62 from last month. Due to customers having water shut off at road.
UFPO	Staff completed 94 stakeouts up 25 from last month
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing was completed.

Water Work Program

Water Main Repair	Staff along with Morsch Pipeline repaired the water main on Pioneer Rd in Groveland.
Curb box replacement	Staff replaced 8 curb boxes and rods and repaired 1.
Water Sampling Stations	Staff installed 2- new water sampling station 1- in Lima on Tupelo Trail. 1- in Caledonia
New Water Taps	Staff completed 2 new taps. 1- Federal Road Livonia, 1- ON East Swamp Rd in Sparta

Sewer Work Program

Sewer Repair	Staff repaired a sewer lateral at 39 Spring St. in the Village of Livonia.
Wet Well Cleaning	Staff is working on cleaning wet wells. They will be starting the Lake Stations this week

LCWSA CAPITAL PROJECTS REPORT	
November 20, 2024	
31131 Countywide Water System Improvements	
Shelly Tank	CPL is revising plans based on DOH comments. We are working with the School district on transfer of property/easements as well as the residential neighbor for construction easements. Hope to have bid documents out by the end of the year or early 2025
SCADA	Design is underway on water assets. Expect to bid beginning of 2025.
31450 Leicester-York Regional Water Supply Project	
	Working on finalizing the Project management agreement with County and Water supply agreements. Hope to issue design RFP by end of year.
31455 Conesus Lake Pump Station Improvements	
	Currently reviewing the 95% Design Plans
Space Needs Assessment	
	Final report due this month which will include options for potential funding opportunities
Camp Run EPG	
	We continue to gather flow data, waiting for a large storm event to capture the latest I&I conditions. Will continue in the Spring to get additional high rainfall/snowmelt events. We will also be installing 2 new rain gauges to gather more rain data at different locations within the service area.



RESOLUTION NO. 2024 - 43

**RESOLUTION APPROVING A TENTATIVE COLLECTIVE BARGAINING AGREEMENT
WITH CSEA AND AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT**

WHEREAS, the collective bargaining agreement between the Livingston County Water and Sewer Authority ("Authority") and CSEA expires on December 31, 2024; and

WHEREAS, the negotiating teams for the parties have reached a tentative agreement for a new collective bargaining agreement; and

WHEREAS, CSEA ratified the agreement on November 15, 2024, and now therefore be it,

RESOLVED, that the tentative agreement, a copy of which is attached hereto, is hereby approved, and be it further,

RESOLVED, the Chairman of the Livingston County Water and Sewer Authority and Executive Director are hereby authorized to execute a collective bargaining agreement consistent with the term of the tentative agreement commencing on January 1, 2025 and expiring December 31, 2030.

November 20, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:

CONTRACT NEGOTIATIONS

between

Livingston County Water & Sewer Authority

and

Civil Service Employees Association,
Local 1000, AFSCME, AFL-CIO, Livingston County Local 826
Livingston County Water & Sewer Authority #7301-00

TENTATIVE AGREEMENT

Reached November 6, 2024

This Tentative Agreement represents the complete agreement between the parties. Any proposals and/or matters not represented herein are deemed withdrawn by the parties. This Tentative Agreement requires ratification by the CSEA and approval by the LCWSA Governing Board prior to implementation.

Please note that language appearing "**bold**" indicates new language. Language appearing as "~~stricken~~" indicates elimination. ***Italicized*** language constitutes commentary related to the agreement.

FOR CSEA

By: _____
Paul Markwitz, Labor Relations Specialist

Date _____

By: _____
Joseph Bauer, Bargaining Team Member

Date: _____

By: _____
James Cucinotta, Bargaining Team Member

Date _____

FOR THE LCWSA

By: _____
Jason Molino, Executive Director

Date _____

By: _____
Susan McClaren, LCWSA Attorney

Date _____

CONTRACT EDIT #1 and NEW LANGUAGE

*New language set forth below in **red**.*

Revise Article 25, Seniority, Section 6 - Special Starting Wages per December 13, 2021, Memorandum of Agreement Re Health insurance and Starting Wages, as follows:

ARTICLE 25 SENIORITY

Section 6 - Special Starting Wages

Any person hired by the LCWSA who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage unless deemed appropriate by the Employer. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee. **If, in the sole discretion of LCWSA, a new person is hired in an hourly wage greater than the starting salary or hourly wage and they possess experience and qualifications that are greater than the minimum required to be appointed in the position, all salaries or hourly wages of employees involved in the same work or position will not be increased. Following a hire in which the Employer exercises its sole discretion herein, the Executive Director will notify the Union President that such discretion has been exercised.**

CONTRACT EDIT #2

Revise Article 29, Pay and Work Week, Section 5A - On-Call Pay, strike Section 5C - Emergency Calls, and revise Section 5D (re-lettered Section 5C - Phone and Computer Use, per November 12, 2021, Memorandum of Agreement Re On-Call Pay, as follows:

ARTICLE 29 PAY AND WORK WEEK

Section 5A - On-Call Pay

Employees who are required to be on-call at a time during which the LCWSA is not open for normal business operations, shall receive the on-call designation for each such day and be compensated in accordance with the following:

Day	Rate
Weekday	\$30 \$35
Weekend days	\$45 \$50
Regular Holidays	\$100 \$105
Special Holidays	\$150 \$155

“Special Holidays” are: New Year’s Day, Independence Day, Thanksgiving Day, and Christmas Day. “Regular Holidays” are the remaining set holidays specified in this agreement (not including floating holidays).

[No change to Section 5B - On Call Definitions.]

~~Section 5C – Emergency Calls~~

~~While on call, employees will receive the following compensation for calls received as follows:~~

~~Phone Call #1 – Minimum of 0.25 hours (or length of call, whichever is greater, rounded to the nearest quarter hour);~~

~~Phone Call #2 – Minimum of 0.25 hours (or length of call, whichever is greater, rounded to the nearest quarter hour);~~

~~Phone Call #3 and subsequent calls – Cumulative total duration of calls, rounded to the nearest quarter hour.~~

~~The above compensation would be for each on-call “weekday,” “weekend day,” “regular holiday,” or “special holiday” period.~~

Section 5D 5C- Phone and Computer Use (in response to Emergency Calls) (while On-Call)

While on call, ~~employees will receive compensation for time expended to remotely address~~ **employee work shall include time expended to remotely address** emergency calls generated through the Supervisory Control and Data Acquisition (SCADA) system. **The employee shall not receive additional compensation for this work which may include, but is not limited to, phone call answering and responses, text message communications and/or computer use time.** ~~The employee will be compensated a minimum of 0.25 hours or the actual duration of computer use time, whichever is greater, for each on-call “weekday,” “weekend day,” “regular holiday,” or “special holiday” period, starting from the time the employee logs on to the computer/laptop to the time the employee logs out of the computer/laptop.~~ Employees are expected to log out of the computer immediately following completion of the response, and to log in and out as necessary to follow-up on any response.

CONTRACT EDIT #3

Move and present the Section 11-Wage Grades, together with the Wage Rate Schedules, as an Appendix to the new contract.

Revise Article 29 - Pay and Work Week, Section 11 - Wage Grades per July 27, 2022, Memorandum of Agreement re: Wastewater Treatment Plant Operator Wage Grades, as follows:

**ARTICLE 29
PAY AND WORK WEEK**

Section 11 - Wage Grades

Grade	Title
1	
2	Clerk Clerk/Typist
3	Custodial Worker
4	Telephone Operator
5	
6	Account Clerk Groundskeeper
7	Account Clerk/Typist Audit Clerk Building Maintenance Person Laborer Records Inventory Clerk Senior Clerk Senior Typist
8	
9	Senior Account Clerk Senior Account Clerk/Typist
10	Administrative Secretary Engineering Aide Principal Clerk Principal Typist
11	Building Maintenance Mechanic Water/Wastewater Maintenance Person Wastewater Treatment Plant Operator Trainee
12	Wastewater Treatment Plant Operator Assistant Senior Building Maintenance Mechanic Water Treatment Plant Operator Trainee Wastewater Treatment Plant Operator Trainee Working Foreperson

13	Electrician Plumber Wastewater Treatment Plant Operator Water Treatment Plant Operator Welder/Fabricator
14	Administrative Assistant Engineering Technician
15	Principal Account Clerk Chief Wastewater Treatment Plant Operator

Note: Principal Account Clerk and Senior Account Clerk titles stricken per TA re Article 1, Recognition, Section 1 – Bargaining Unit (Tentative Agreement #1).

TENTATIVE AGREEMENT #1

Revise Article 1, Section 1 - Bargaining Unit, as follows:

ARTICLE 1 RECOGNITION

Section 1 - Bargaining Unit

The Employer hereby recognizes the CSEA as the sole and exclusive negotiating agent for all of the employees of the Employer excluding Executive Director, Deputy Executive Director, Director of Operations, Assistant Director of Operations, Manager of Fiscal Operations, Wastewater Treatment Plant Manager, Utilities Billing ~~Supervisor~~ **Coordinator**, Confidential Secretary to Executive Director, **Principal Account Clerk**, **Senior Account Clerk**, elected officials, appointed officials, part time employees, and seasonal employees for the maximum period permitted by law.

In addition to the above exclusions, each new position or job title created by the Employer during the term of this Agreement which by the job description reports to the LCWSA Board of Directors shall be excluded from the unit, and all other new positions shall be included in the unit.

TENTATIVE AGREEMENT #2

Revise Article 5, Duration, to reflect six-year agreement as follows:

ARTICLE 5 DURATION

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, ~~2024~~ **2030**. Written notice shall be given no later than June 1, ~~2024~~ **2030**, by either party requesting a change or termination of this Agreement. If such notice is given, negotiations for a new collective bargaining agreement will begin no later than August of ~~2024~~ **2030**. If written notice is not given, this Agreement shall continue in effect from year to year until such notice is given no later than June 1st of any subsequent year.

No provisions of this Agreement may be deleted or changed, and no provision may be added to this Agreement except by a written amendment signed by each party.

TENTATIVE AGREEMENT #3

Revise Article 8, Probationary Period, Section 1 - Competitive Class Employees, and Section 2 - Non-competitive and Labor Class Employees as follows:

ARTICLE 8

PROBATIONARY PERIOD

Section 1 - Competitive Class Employees

Competitive class employees shall be regarded as probationary employees until they have been employed within the negotiating unit in a position ~~other than a trainee position~~ for a period of fifty-two (52) weeks. ~~The Probationary period shall be the same as defined in the Livingston County Civil Service Rules for all competitive class employees.~~

Section 2 - Non-competitive and Labor Class Employees

Non-competitive and labor class employees shall be regarded as probationary employees until: ~~(1) they have been employed within the negotiating unit in a position other than a trainee position for a period of six (6) consecutive calendar months~~ **fifty-two (52) weeks.**, or ~~(2) they have been employed in a trainee position for a period of up to twelve (12) consecutive calendar months.~~

In addition, non-competitive and labor class employees who are promoted to a higher grade non-competitive or labor class position or who move to a non-competitive or labor class position in the same or lower grade shall serve a ~~six (6) consecutive month~~ **fifty-two (52) week** probationary period in such new position., ~~unless such new position is a trainee position in which case such employee shall serve a probationary period of up to twelve (12) consecutive months in such new position.~~ In the event the employee does not successfully complete the probationary period in the new non-competitive or labor class position, the employee may return to his/her prior position, unless the employee is discharged for disciplinary reasons. Discharge for disciplinary reasons during such probationary period shall be subject to Article 23, section 6 of this Agreement.

Absence from work for any reasons shall not be included in calculating an employee's probationary period.

TENTATIVE AGREEMENT #4

Revise Article 16, Personal Leave, Section 3 – Payment on Termination and Article 18, Vacation, Section 4 - Payment upon Termination, as follows:

ARTICLE 16 PERSONAL LEAVE

Section 3 – Payment on Termination

Accumulated personal leave shall not be payable at the time of termination of employment whatsoever the reason for such termination. However, the employee shall be paid for up to two (2) days (16 hours) of accrued personal leave time if:

- a. The employee resigns or ~~retires~~ and provides no less than fourteen (14) calendar days advance written notice to the Executive Director or ~~her/his~~ **their** designee of ~~his/her~~ **their** intent to resign or ~~retire~~ and works the entire two-week period immediately preceding the date of resignation, or ~~retirement~~ **the employee retires and provides no less than ninety (90) calendar days advance written notice to the Executive Director or their designee of their intent to resign and works the entire two-week period immediately preceding the date of retirement.** In the event the employee becomes ill or injured to the extent that ~~he/she~~ **the employee** is unfit to work during some or all of the two-week period, ~~he/she~~ **the employee** will still be eligible for payment of personal leave if:

[Remainder of Section 3 unchanged.]

ARTICLE 18 VACATION

Section 4 - Payment upon Termination

Accumulated unused vacation shall be payable at the time of termination of employment if:

- a. The employee resigns or ~~retires~~ and provides no less than fourteen (14) calendar days advance written notice to the Executive Director or ~~her/his~~ **their** designee of ~~his/her~~ **their** intent to resign or ~~retire~~ and works the entire two-week period immediately preceding the date of resignation, or ~~retirement~~ **the employee retires and provides no less than ninety (90) calendar days advance written notice to the Executive Director or their designee of their intent to resign and works the entire two-week period immediately preceding the date of retirement.** In the event the employee becomes ill or injured to the extent that ~~he/she~~ **the employee** is unfit to work during some or all of the two-week period, ~~he/she~~ **the employee** will still be eligible for payment of personal leave if:

[Remainder of Section 4 unchanged.]

TENTATIVE AGREEMENT #5

Revise Article 23, Grievance Procedures, Section 4 - Grievance Procedure, as follows:

ARTICLE 23 GRIEVANCE PROCEDURES

Section 4 - Grievance Procedure

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievance shall be settled in accordance with the following procedure:

Step 1 - The grievance shall be presented in writing by the aggrieved employee to the **Deputy** Executive Director or her/his designee with or without his CSEA Representative, at the employee's option and within fifteen (15) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the **Deputy** Executive Director or her/his designee does not result in resolution of the grievance, then within fifteen (15) working days of the Step 1 grievance decision or, if no response, within thirty (30) working days from submission of the grievance, whichever is earlier, all such grievances shall move to Step 2 below. For purposes of this Article and Article 24, working days shall be defined as Monday through Friday, excluding LCWSA holidays.

Step 2 - The aggrieved employee may submit his/her grievance to the ~~member of the LCWSA Board of Directors' Governance Committee~~ **Executive Director** designated for such purposes who within fifteen (15) working days after he/she receives the written grievance will convene a meeting between the aggrieved employee, his/her CSEA representative and him/herself and/or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved within fifteen (15) working days following said meeting, the grievance may be submitted to arbitration.

TENTATIVE AGREEMENT #6

Revise Article 24, Arbitration Procedure, Section 1 - Request for Arbitration, as follows:

ARTICLE 24 ARBITRATION PROCEDURE

Section 1 - Request for Arbitration

In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure or having moved through the grievance procedure by default, then not later than fifteen (15) working days after a written decision is issued at the second step, or if no written decision is issued, not later than fifteen (15) working days after the time limits required by the steps in the grievance procedure for resolving the grievance have run, CSEA must notify the Employer in writing of its intent to submit the grievance to arbitration if it intends to pursue the grievance to arbitration. Such notice shall be mailed first class mail by CSEA to the Executive Director or her/his designee, ~~with a copy to the member of the LCWSA Board of Directors' Governance Committee designated to convene the Step 2 grievance meeting.~~ CSEA shall have thirty (30) calendar days from the date of such notice to request a list of seven (7) arbitrators from the Public Employment Relations Board panel, from which the Employer and CSEA shall select an arbitrator by striking names alternately until one (1) remains who shall be designated as the arbitrator for the grievance in question. If dissatisfied with the original list, each party has the right to request up to two additional lists. Compliance with the time limits for submitting a notice of intent to arbitrate and a request for an initial list of arbitrators shall be a condition precedent to arbitration. Failure to submit a notice of intent to submit a grievance to arbitration or request a list within the specified time shall thus bar the grievance from proceeding to arbitration. Once an arbitrator is selected, the parties shall request an arbitration date and shall make a good faith effort to process the grievance in a timely manner.

TENTATIVE AGREEMENT #7

Add new Article 29, Pay and Work Week, Section 5D - On-Call Duty Swap, as follows:

ARTICLE 29 PAY AND WORK WEEK

Section 5D - On-Call Duty Swap

Employees who are assigned to on-call duty pursuant to this Section 5 may swap on-call days with another employee; however, the employee requesting the on-call swap must submit a written request for approval in advance of the swap, to the Executive Director, or their designee. The written request must set forth an even swap (one on-call day for one on-call day) to be considered for approval, and it must identify the following:

1. The assigned on-call day(s) dates the requesting employee seeks to swap; and
2. The employee willing to accept the on-call swap requested (the “receiving employee”); and
3. The day(s)/dates the requesting and receiving employees agree to swap.

The written request must be signed by both the requesting and the receiving employee. Once approved, the requesting and receiving employees are committed to and required to fulfill the swapped on-call duty assignments.

All on-call swaps must be completed within a twelve (12) month period unless otherwise approved by the Executive Director, or their designee.

Example: Employee A is scheduled to be on-call July 15, 2024. Employee B is scheduled to be on-call August 20, 2024. Both employees agree to swap their scheduled on-call days.

The Authority retains sole discretion regarding approval of on-call duty swap requests. Requests made in accordance with the procedure set forth above will not be arbitrarily denied.

[See Contract Edit #2, above, to see placement of the above in on-call sections in CBA.]

TENTATIVE AGREEMENT #8

Add new Article 29 Pay and Work Week, Section 5E - Use of Leave Time, as follows:

ARTICLE 29 PAY AND WORK WEEK

Section 5E - Use of Leave Time

Employees shall only be approved to utilize a maximum of four (4) hours of paid personal leave, or a maximum of four (4) hours of paid sick leave if such leave is unrelated to the employee's fitness for duty, ~~(which includes vacation, personal, floating holiday, and sick leave)~~ during the workday of their scheduled on-call duty. Employees shall not be approved to utilize any other paid leave (e.g., vacation, floating holiday, or sick or personal leave exceeding four (4) hours) during the workday of their scheduled on-call duty. If an employee requests to utilize paid leave the workday of their scheduled on-call duty they shall first secure a substitute for an on-call swap subject to Executive Director, or their designee's approval for the hours requested.

TENTATIVE AGREEMENT #9

Revise Article 31, to add new Section 5 - Termination Following Occupational Injury or Disease under Civil Service Law Section 71, as follows:

ARTICLE 31 LEAVE OF ABSENCE

Section 5 - Termination Following Occupational Injury or Disease under Civil Service Law Section 71.

A. The purpose of this section is to set forth the procedures for terminating employees under New York Civil Service Law Section 71 ("Section 71"). Nothing herein shall limit the LCWSA from exercising its right to terminate an employee pursuant to Section 71.

B. The Employer will provide an employee who is absent from work due to an occupational injury or disease as defined in the New York Workers' Compensation Law with three (3) notices:

Notice #1 [sample set forth in Appendix _] Within thirty (30) calendar days of the employee's absence due to a qualifying occupational injury or disease, the Employer will notify the employee, in writing, hand-delivered to the employee or by certified mail to the employee's address of record, of the effective date of the beginning of that leave.

Notice #2 [sample set forth in Appendix _] Upon the exhaustion of the leave of absence provided for in Section 71, or upon a finding that the employee is permanently incapacitated from performing the duties of the position, the Employer will notify the employee, in writing, hand-delivered to the employee or by certified mail to the employee's address of record, of their termination from employment as a matter of law, which will be effective within thirty (30) calendar days of the date of this Notice #2.

Notice #3 [sample set forth in Appendix_] The Employer will issue a third and final notice to the employee within seven (7) days after the effective date of termination, in writing, by hand delivery or certified mail to the employee's address of record, setting forth that effective date of the termination.

C. Within ten (10) calendar days of the date of hand-delivery or certified mailing of Notice #2, the employee may submit a written request hand-delivered or by certified mail to the Executive Director for a hearing to challenge the termination. The hearing will be limited to the following issues:

- i. Whether the employee has been absent for the applicable statutory period (at least one (1) year as a result of an occupational injury or disease, or at least two (2) years in cases of assault); or
- ii. Whether the employee is permanently incapacitated from performing the duties of their position.

D. At any time during the employee's Section 71 leave of absence before the anticipated termination date set forth in Notice #2, the employee may apply to the Employer be restored to duty if the employee is medically fit to perform the duties of their position. If the Employer is satisfied that the employee is medically fit to perform the duties of the position, the employee will be restored to duty. If not satisfied, the Employer, in its discretion, may require an employee to undergo a medical examination by a physician designated by the Employer to determine the employee's fitness to perform the duties of their position.

E. If the examining physician finds the employee fit to perform the duties of the position, the employee will be restored to duty. If the physician finds that the employee is unfit for duty at that time or is permanently incapacitated from performing the duties of the job, the Employer will notify the employee of the determination, in writing, hand-delivered or by certified mail to the employee at their address of record. The employee has the right to contest the determination at a hearing, provided that the employee submits a written request hand-delivered or by certified mail to the Executive Director for a hearing within ten (10) calendar days of the date of the Employer's determination.

F. The Employer is not required to entertain more than one (1) application for restoration to duty from any single employee during any six (6) month period, except for one (1) application made by that employee during the final thirty (30) days of the Section 71 leave of absence.

G. The Executive Director's designee will serve as the hearing officer in all hearings under this Section. The employee may be represented by an attorney or by a CSEA representative at no expense to the Employer.

H. The hearing officer will prepare and provide a written report and recommendation to the Executive Director. Following receipt of the hearing officer's report and recommendation, the Employer will issue a determination, which will be provided to the employee and his/her representative, if any.

I. The Employer's determination is final, subject only to judicial review as may be permitted pursuant to CPLR Article 78; the Employer's final

determination cannot be challenged through the grievance procedure and arbitration procedures set forth in Articles 23 and 24 of this Agreement.

J. Within one year after the termination of the disability, an employee terminated under this Section may apply for reinstatement to their former position in accordance with Section 71.

NOTICE #1

[DATE]

VIA REGULAR and CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR HAND-DELIVERY

[INSERT NAME AND ADDRESS]

Re: Civil Service Law Section 71, Leave of Absence

Dear [EMPLOYEE]:

Your last day worked for the LCWSA was [INSERT DATE], and you have filed a claim for Workers' Compensation benefits.

Pursuant to New York State Civil Service Law Section 71, you have a right to a leave of absence from your position during your disability for one (1) cumulative year, or two (2) cumulative years in cases of an assault sustained in the course of your employment, [insert applicable time period, only] or until such a date as you are found to be permanently disabled or you are terminated for some other valid reason, whichever of these should come first. The effective start date of your leave is [INSERT DATE].

You may also apply to return to duty at any time during this leave. In the event you are scheduled for a medical examination to verify your fitness to return to duty and it is determined that you are not fit to return to duty, you have the right to a hearing to contest that finding. If you are found to be fit for duty as a result of such a medical examination, your leave will be considered terminated by the LCWSA, and you will be expected to return to work or face appropriate disciplinary action, up to and including discharge. This leave of absence is not to be interpreted as superseding or replacing any language in the collective bargaining procedure.

If you do not return to work prior to one (1) cumulative year from the date of the start of your leave [INSERT DATE], or two (2) cumulative years in cases of an assault sustained in the course of your employment, [INSERT APPLICABLE TIME PERIOD], only you can be separated from your current position with the

LCWSA as a matter of law. Also, your leave may be terminated, as a matter of law, upon a finding that your disability is of such a nature as to permanently incapacitate you from the performance of your duties. You have the right thereafter to apply to the Livingston County Human Resources Department within one (1) year of the end of your disability for a medical examination to determine your fitness to return to duty. If you are found to be fit to return to work, you will be considered for reinstatement to your former position, if vacant, or to a similar position that is vacant. If there is no suitable position available at that time, your name will be placed on a preferred list pursuant to Section 71 of the New York State Civil Service Law.

If you have any questions regarding the above, please contact me.

Sincerely,

Enclosure: New York State Civil Service Law Section 71

cc: [Union President/Representative]
Personnel File

NOTICE #2

[DATE]

VIA REGULAR and CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR HAND-DELIVERY

[INSERT NAME AND ADDRESS]

Re: Civil Service Law Section 71, Leave of Absence

Dear [EMPLOYEE]:

Upon review of your employment file, it has been determined that you have a continuing disability rendering you incapable of performing your duties as [insert job title] for the LCWSA. In addition, your record indicates that on [Insert date] you will have been absent from your position for a cumulative period in excess of one (1) year, or two (2) cumulative years in cases of an assault sustained in the course of your employment, [INSERT APPLICABLE TIME PERIOD], only] that began on [insert date]. Since you have been unable to perform your job, a determination has been reached to terminate you from your

position in accordance with Civil Service Law Section 71. Accordingly, your workers' compensation leave will end, and your employment will terminate on [insert date].[must be thirty (30) days after date of this letter]

You have the right to apply to LCWSA prior to that date for restoration to duty if you are medically fit to perform the duties of your position. If you apply, you may be required to submit to a medical examination to determine your fitness for duty. If the examining physician finds that you are not fit, you will have the right to a hearing to contest that finding pursuant to the governing collective bargaining agreement. If you are found fit for duty by the Authority, your leave will be terminated, and you will be scheduled to return to work. If restored to duty, you will be informed of any remaining workers' compensation leave, and if you return to Workers' Compensation leave for the same occupational injury or disease within 30 days of restoration, you may be immediately terminated without further notice when your cumulative year of leave has been exhausted.

If you are terminated and your disability no longer exists in the future, you may, within one (1) year after the termination of your disability, apply to the Livingston County Human Resources Department for a medical examination to be conducted by a physician designated by the Livingston County Human Resources Department. Should you be determined to be mentally and physically fit to perform the duties of your position, you shall be reinstated to your former position if it is vacant, or to a vacancy in a similar position, or in a position in a lower grade in the same occupational field, or to a position for which you were eligible for transfer. If no appropriate vacancy exists to which such a reinstatement can be made, or if the workload does not warrant the filling of the vacancy, your name shall be placed on a preferred eligible list ("PEL") for your former position, and you shall be eligible for reinstatement from the PEL for the period set forth in Civil Service Law Section 71.

If you have any questions regarding this letter, please do not hesitate to contact me.

Sincerely,

Enclosure: Civil Service Law, Section 71

cc: [Union President/Representative]
Personnel File

NOTICE #3

[DATE]

VIA REGULAR and CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR HAND-DELIVERY

[INSERT NAME AND ADDRESS]

Re: Civil Service Law Section 71, Termination

Dear [EMPLOYEE]:

As you know, the LCWSA made the determination to terminate you from your position as [insert job title] for the Authority, effective [insert date].

In accordance with Civil Service Law Section 71, if your disability no longer exists in the future, you may, within one (1) year after the termination of your disability, apply to the Livingston County Human Resources Department for a medical examination to be conducted by a physician designated by the Livingston County Human Resources Department. Should you be determined to be mentally and physically fit to perform the duties of your position, you shall be reinstated to your former position if it is vacant, or to a vacancy in a similar position, or in a position in a lower grade in the same occupational field, or to a position for which you were eligible for transfer. If no appropriate vacancy exists to which such a reinstatement can be made, or if the workload does not warrant the filling of the vacancy, your name shall be placed on a preferred eligible list ("PEL") from your former position, and you shall be eligible for reinstatement from the PEL for the period set forth in Civil Service Law Section 71.

Sincerely,

**cc: [Union President/Representative]
Personnel File**

TENTATIVE AGREEMENT #10

Revise Article 18, Vacation, Section 1 – Vacation Entitlement, as follows:

ARTICLE 18

VACATION

Section 1 - Vacation Entitlement

All employees covered by this Agreement shall be granted a paid vacation according to the following schedule beginning at ~~six (6) months~~ from hire date and, thereafter, on each employee's respective anniversary date of hire:

Required Time of Service	Time Off
6 months	5 working days (40 hours)
Hire date through 4 th anniversary	10 working days (80 hours)
5 th through 10 th anniversary	15 working days (120 hours)
11 th anniversary	16 working days (128 hours)
12 th anniversary	17 working days (136 hours)
13 th anniversary	18 working days (144 hours)
14 th anniversary	19 working days (152 hours)
15 th through 24 th 20th anniversary	20 working days (160 hours)
21st anniversary	21 working days (168 hours)
22nd anniversary	22 working days (176 hours)
23rd anniversary	23 working days (184 hours)
24th anniversary	24 working days (192 hours)
25 th and following anniversaries	25 working days (200 hours)

TENTATIVE AGREEMENT #11

The existing contract language from the 2021-2024 CBA was edited to reflect the changes made to Article 19, Health Benefits, Section 1- Health Insurance Benefits for Employees per the terms of the December 13, 2021, Memorandum of Agreement re Health Insurance and Starting Wages.

Revise Article 19, Health Benefits as follows:

Article 19. Health Benefits

Section 1 - Health Insurance Benefits for Employees

A. Eligibility

Employees shall be eligible for health insurance benefits beginning on the first (1st) day of the month following completion of thirty (30) days of employment.

B. Enrollment

To receive health insurance benefits, eligible employees must submit a completed enrollment form to the LCWSA Office of the Executive Director:

1. At least fifteen (15) days prior to initial eligibility under this agreement;
2. During a subsequent open enrollment period; or
3. Following initial eligibility, at the time of any other qualifying event for enrollment in accordance with the applicable health insurance plan and/or relevant State or Federal Law.

Enrollment will become effective upon the employee's eligibility or upon the effective date for the open enrollment period, whichever is applicable.

C. Health Insurance Plan

Effective January 1, 2025, the Employer will provide the following ~~base~~ health insurance plan to **all** eligible employees ~~hired on or after January 1, 2024~~: **The Excellus Silver 2 High Deductible Health Plan (HDHP) or another substantially equivalent health insurance plan.** ~~the Excellus SimplyBlue Plus Gold 17 or another substantially equivalent health insurance plan.~~

~~LCWSA will also offer two additional Excellus metal plans (Platinum 2 and Silver 2 High Deductible Health Plan (HDHP), pursuant to the terms outlined in this article.~~

The Employer may change health insurance providers and/or plans in accordance with the above on an annual basis.

An employee or his/her spouse or domestic partner shall not be eligible for double health insurance coverage under the LCWSA's plan. If both husband and wife or domestic partners are employed by the LCWSA, then they shall be eligible for only one (1) coverage policy.

Effective January 1, 2025, if a spouse or dependent becomes Medicare eligible, the spouse or dependent is entitled to COBRA coverage, as applicable, and the employee is required to switch plan coverage that eliminates the spouse or dependent coverage. The switch will result in the employee being eligible for the LCWSA HSA contribution corresponding with the resulting coverage.

D. Contributions Toward Cost of Coverage

1. ~~Effective January 1, 2022, LCWSA will contribute one hundred percent (100%) of the total premium cost of the base, Gold 17 health insurance plan for full-time LCWSA employees.~~
2. ~~For full-time employees who elect Platinum 2 plan coverage, the LCWSA will contribute the total amount equal to 100% of the premium cost for family or single coverage, as applicable, for the Gold 17 base plan, and the employee will be responsible for the remainder of the premium cost.~~
3. ~~For full-time employees who elect Silver 2 HDHP coverage, the LCWSA will contribute the total amount equal to one hundred percent (100%) of the premium cost for family, or single coverage, as applicable, for the Gold 17 base plan, and the employee will be responsible for the remainder of the premium cost. To the extent the Silver 2 HDHP plan premium is less than the Gold 17 base plan, the LCWSA will contribute the difference between the Gold 17 premium cost for family or single coverage, as applicable, and the Silver 2 HDHP family or single plan premium cost, as applicable, to a Health Savings Account (HSA) set up by the participating employee.~~
4. ~~The health insurance plans offered and contribution costs for employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, or hired prior to January 1, 2021, is set forth in a separate Memorandum of Agreement.~~
5. ~~Employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, or hired prior to January 1, 2021 may elect to take advantage of the health insurance plans and contributions outlined in Article 19 Health Benefits, Sections C and D.~~

1. **Effective January 1, 2025, the LCWSA will contribute the total amount equal to one hundred percent (100%) of the premium cost for family, subscriber-spouse, subscriber-children, or single coverage, as applicable, for the Excellus Silver 2 HDHP.**
2. **Effective January 1, 2026, the LCWSA will contribute a total amount equal to seventy percent (70%) of the premium cost for family, subscriber-spouse, subscriber-children, or single coverage, as applicable, for the Excellus Silver 2 HDHP. The participating employee will be responsible for contributing the remaining thirty percent (30%) of the premium cost.**
3. Contribution obligations of all employees shall be adjusted by any changes in health insurance premiums that occur while this agreement is in effect in accordance with the terms set forth in this Section.

E. Health Savings Account (HSA)

1. **For current employees employed as of December 31, 2024, electing LCWSA coverage as of January 1, 2025, only, the LCWSA will contribute to a Health Savings Account (HSA) set up by the participating employee the amount of four thousand (\$4,000) for a single plan, and the amount of eight thousand dollars (\$8,000) for a family, subscriber-spouse, or subscriber-children plan.**
2. **For employees hired on or after January 1, 2025, who elect LCWSA health insurance coverage, the LCWSA will contribute to a Health Savings Account (HSA) set up by the participating employee the amount equal to the deductible for the applicable plan coverage (family/subscriber-spouse/subscriber-children/single) in first year of employment, only. Thereafter, such employees will be eligible for the annual three thousand five hundred dollar (\$3,500) LCWSA HSA contribution (family/subscriber-spouse/subscriber-children) or the one thousand dollar (\$1,000) LCWSA HSA contribution (single), set forth in Section 3, below, as applicable.**
3. **Effective January 1, 2026, the LCWSA will contribute annually to a Health Savings Account (HSA) set up by the participating employee the amount of one thousand dollars (\$1,000) for a single plan, and the amount of three thousand five hundred dollars (\$3,500) for a family, subscriber-spouse, or subscriber-children plan.**
4. If an employee commences participation in the HDHP mid-plan year, the employer contribution to the HSA will be prorated based on the remainder

of whole months in the year. Such contribution will be made on the first full pay period pay date following the enrollment in the HDHP and the Employer's receipt of the employee's HSA account information.

5. An eligible employee who has a qualifying event that results in a change in health insurance coverage status (e.g., has a child or adds a spouse/domestic partner), will qualify for the pro-rated amount of HSA Employer funding for the remainder of whole months.
6. An employee may contribute additional money to his/her HSA, up to the maximum allowed under federal law, through pre-tax payroll deduction to the extent permitted by law.
7. The Employer's obligation to fund an eligible employee's HSA ceases at the time of his/her separation from employment for any reason.

F. Continuation Upon Death of Covered Employee

In the event an employee with health insurance coverage dies in service, and that coverage applied to one or more of the employee's surviving family members, coverage will be continued to the extent the eligible surviving family members are eligible for and elect COBRA continuation coverage. For the first three (3) calendar months of COBRA continuation coverage, the Employer will pay the full cost of coverage provided the surviving family members provide the Employer with the necessary paperwork (e.g., payment coupons) to process payment. Thereafter, Employer responsibility for any payments toward COBRA coverage shall end. This paragraph shall not otherwise modify the COBRA rights and responsibilities of covered, surviving family members of the employee.

As set forth in Section 1E, above, Employer HSA contributions will cease upon the death of the participating employee.

G. Wellness Incentive

1. **Effective January 1, 2025, all LCWSA health insurance plan participants, and their covered spouse/domestic partners, shall have the option to voluntarily participate in the LCWSA wellness program annually.**
2. **Eligible participants shall have the opportunity to earn financial incentives to be applied in the calendar year immediately following participation for meeting wellness targets.**

3. The financial incentives set forth in paragraph 4, below, are expressed in terms of percentage of the total premium cost for Excellus Silver 2 HDHP coverage applicable to the participating employee in the year applied. The incentives earned shall be applied to and, therefore, reduce the employee's premium contribution obligation for that year.
4. Effective January 1, 2026, all participants shall receive the following incentives each year to the extent they achieve the wellness targets in their prior year's wellness program participation:

A. Family, Subscriber-Spouse, and Subscriber-Children plan incentive

- **Blood Pressure** - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- **LDL Cholesterol** - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- **Triglyceride** - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- **Glucose** - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- **No Nicotine Use** - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner

NOTE: If an employee has a subscriber-children plan, the incentive shall be 5% of Excellus Silver 2 HDHP total premium cost for each category if the employee participates; children are not required or eligible to participate in the program.

B. Single plan incentive

- **Blood Pressure** - 5% of Excellus Silver 2 HDHP total premium cost for employee

- **LDL Cholesterol - 5% of Excellus Silver 2 HDHP total premium cost for employee**
- **Triglyceride - 5% of Excellus Silver 2 HDHP total premium cost for employee**
- **Glucose - 5% of Excellus Silver 2 HDHP total premium cost for employee**
- **No Nicotine Use - 5% of Excellus Silver 2 HDHP total premium cost for employee**

C. Maximum Incentive: The maximum incentive that can be earned for either a family, subscriber-spouse, subscriber-children, or single plan is 25% of the participating employee's total premium, applied to the employee's premium contribution obligation, for Excellus Silver 2 HDHP coverage.

5. Health Coaching: If a participant misses one or more of the target ranges, they will have the opportunity to earn the incentive(s) for the range(s) missed by engaging in free health coaching with Integrated Health 21 (IH 21) or another comparable provider. Coaching takes place in approximate thirty (30) minute phone sessions and can be scheduled when convenient for the participant, including during evenings and weekends.

A. Opportunities to earn incentives are as follows:

- **If a participant does not meet 1-2 of the target ranges (aside from nicotine use) they will have the opportunity to complete two (2) health coaching sessions to earn the incentive(s) for the missed range(s).**
- **If a participant does not meet 3-4 of the target ranges (aside from nicotine use) they will have the opportunity to complete a twelve (12) week health coaching program to earn the incentives for the missed ranges.**
- **If a participant currently uses nicotine, they will have the opportunity to complete an eight (8) week smoking cessation program to earn the incentive for this category.**

- If a participant has a health condition that makes them medically unable to meet a standard target range for an incentive category, they may apply for an exemption through their physician, and this will be handled through IH 21 or another comparable provider.

[No change to Article 19, Health Benefits, Sections 2 - Workers' Compensation and Section 3 - Drop Payment.]

Section 4 - Dental Insurance and Vision Insurance

A. Dental Insurance: The Employer shall make dental insurance coverage available to bargaining unit members through the Sunrise Dental plan offered through the CSEA Employee Benefit Fund, pursuant to the terms of the plan. The Employer will pay 100% of the premium of the Employee-only coverage up to a maximum of ~~\$650.00~~ **\$670.00** annually. Each eligible employee participating in the dental plan will be responsible for paying any remaining cost, including the difference between the cost of Employee-only coverage and any other coverage option selected by the participating employee. Such employee contributions to premium shall be made as pre-tax payroll deductions to the extent permitted by law.

[No change to Section 4B -Vision Insurance]

~~Section 5 - Retiree Health Insurance~~

~~A. Employees hired after January 1, 2019, shall not be eligible for retiree health insurance under this Section or otherwise.~~

~~B. Eligibility for retiree health insurance and the scope of any such benefit for employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, is set forth in a separate Memorandum of Agreement.~~

~~Section 6~~ Section 5- Health Insurance Reopener

The parties agree to immediately reopen negotiations with respect to health insurance (Article 19), at the request of either party, in the event that legislative, regulatory action or other official guidance or judicial interpretation occurs that would impose, or potentially impose, new and/or additional costs for health insurance on the LCWSA or bargaining unit members, with the exception of a provider-issued premium increase. This provision will expire upon the execution date or effective date of a

successor collective bargaining agreement, whichever occurs last, unless the parties agree to continue the provision into the successor collective bargaining agreement.

TENTATIVE AGREEMENT #12

Revise Article 29, Pay and Work Week, Section 9 - General Wage Increases to reflect a 3.0% wage increase each year of the six-year contract, as follows:

ARTICLE 29 PAY AND WORK WEEK

Section 9 - General Wage Increases

All employees on the payroll on or after the date of execution of this agreement shall be paid in accordance with the attached rate schedule for **2025**, effective on the first day of the first full pay period following January 1, **2025**. The **2025** rate schedule shall be as stated in this agreement. Accordingly, on the first day of the first full pay period following January 1, **2025**, eligible employees will move to the **2025** Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, **2026**, wages shall be increased by ~~two and one-quarter percent (2.25%)~~ **three percent (3.0%)** across the board applied to the rate schedule in effect on December 31, **2025**, as set forth in the **2026** Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, **2026**, eligible employees will move to the **2026** Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, **2027**, wages shall be increased by ~~two and one-quarter percent (2.25%)~~ **three percent (3.0%)** across the board applied to the rate schedule in effect on December 31, **2026**, as set forth in the **2027** Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, **2027**, eligible employees will move to the **2027** Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, **2028**, wages shall be increased by ~~two and one-half percent (2.5%)~~ **three percent (3.0%)** across the board applied to the rate schedule in effect on December 31, **2027**, as set forth in the **2028** Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, **2028**, eligible employees will move to the **2028** Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, **2029**, wages shall be increased by **three percent (3.0%)** across the board applied to the rate schedule in effect on December 31, **2028**, as set forth in the **2029** Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, **2029**, eligible employees will move to the **2029** Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, 2030, wages shall be increased by three percent (3.0%) across the board applied to the rate schedule in effect on December 31, 2029, as set forth in the 2030 Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, 2030, eligible employees will move to the 2030 Rate Schedule at their respective steps.

[Rate schedules for each year will be prepared for insertion in final contract.]

TENTATIVE AGREEMENT #13

All employees employed as of the date of Union ratification will receive a four hundred dollar (\$400.00) bonus in the first full pay period following Union ratification of the January 1, 2025 - December 31, 2030 collective bargaining agreement and approval of same by the LCWSA Governing Board.

[This agreement will not be set forth in the new CBA.]

TENTATIVE AGREEMENT #14

Strike Appendix F, "Memorandum of Agreement Regarding Certain Pay and Benefits for Employees Hired Prior to 1/1/2021" in its entirety.

Parties agree to the following stand-alone (not an Appendix to CBA) Memorandum of Agreement Regarding Certain Pay and Benefits for Employees Hired Prior to 1/1/2021," as follows:

MEMORANDUM OF AGREEMENT REGARDING CERTAIN PAY AND BENEFITS FOR EMPLOYEES HIRED PRIOR TO 1/1/2021

It is hereby understood and agreed by and between LIVINGSTON COUNTY WATER AND SEWER AUTHORITY ("LCWSA") and CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 ("CSEA"), collectively referred to as the "Parties," as follows:

WHEREAS, LCWSA and CSEA are parties to a collective bargaining agreement ("CBA") covering the period of January 1, 2025, to December 31, 2030, governing terms and conditions of employment for certain employees; and

WHEREAS, the Parties agree that certain employees remain employed by LCWSA who were employed at the time LCWSA ceased its practice of leasing employees from Livingston County and, effective January 1, 2019, transferred and/or appointed to them to LCWSA; and

WHEREAS, the Parties agree that those employees only, identified herein, continue to be entitled to certain pay and benefits in accordance with their respective seniority dates as set forth herein, and longevity pay different from the CBA as set forth herein,

NOW THEREFORE, the Parties agree as follows:

1. Hire Date

The hire date to be used for calculation of seniority and pay and benefits, including: wages and longevity increments, leave time, and

such other benefits for which hire date and/or seniority are relevant under the CBA, for the following five (5) employees only, shall be based upon his/her last date of hire as a full-time employee with Livingston County prior to transfer and/or appointment to the LCWSA effective January 1, 2019, as set forth below:

Name	Date of Hire/Seniority Date
Joseph J. Bauer, Jr.	April 2, 2007
James P. Cucinotta	August 13, 2007
Joseph J. Hauslauer	August 28, 2014
Todd M. Marsh	November 12, 1996

2. Increments

The employees listed in paragraph 1, above, shall be entitled to longevity increments each five (5) years of continuous service at their fifth, tenth, fifteenth and twentieth anniversary dates, as provided in the table below:

GRADE	LONGEVITY INCREMENT (ADDED TO HOURLY WAGE)
1	\$0.36
2	\$0.40
3	\$0.40
4	\$0.41
5	\$0.41
6	\$0.42
7	\$0.42
8	\$0.44
9	\$0.44
10	\$0.45
11	\$0.46
12	\$0.51
13	\$0.54
14	\$0.57
15	\$0.58

3. Retiree Health Insurance

The Parties recognize and agree that LCWSA employees are not eligible for or otherwise entitled to LCWSA-sponsored health insurance benefits

upon retirement from LCWSA, with the following limited exceptions: Todd Marsh and Matthew Gascon (collectively referred to as "Retiree"). The following provisions shall be effective January 1, 2025, for current retiree, Matthew Gascon, and for current employee, Todd Marsh, upon his retirement:

- A. The LCWSA shall provide Retiree with subscriber-spouse or family Excellus Silver 2 HDHP coverage. The Retiree must switch to subscriber-spouse coverage once any dependents are no longer eligible for coverage. The LCWSA will contribute the total amount equal to one hundred percent (100%) of the premium cost.
 - B. Once Retiree reaches age sixty-five (65) or is Medicare eligible, whichever is first, the Authority shall no longer provide Retiree with health insurance coverage, and their spouse or dependents can elect health insurance COBRA continuation coverage at their own expense pursuant to applicable law.
 - C. Additionally, LCWSA shall make an annual contribution to a Health Savings Account (HSA) set up by Retiree in an amount equal to the applicable health insurance plan deductible, but not to exceed six thousand five hundred dollars (\$6,500.00) per year. LCWSA HSA contributions shall cease once Retiree reaches age 65 or is Medicare eligible, whichever is first.
 - D. Once Retiree is Medicare eligible, LCWSA will provide reimbursement for Retiree's and/or their spouse's Medicare plan, not to exceed a combined total of two thousand four hundred dollars (\$2,400.00) per year.
 - E. There is no surviving spouse or dependent benefit. Accordingly, should Retiree predecease their spouse or eligible dependents, their spouse and dependents shall not be entitled to continued health insurance benefits at LCWSA expense under this agreement.
 - F. If, at any point in time Retiree's spouse or dependent(s) becomes Medicare eligible before them, Retiree must switch to single plan coverage with the corresponding HSA contribution, and Retiree's spouse or dependent(s) may be entitled to health insurance COBRA continuation coverage at their own expense pursuant to applicable law.
4. Except for LCWSA's recognition of employee hire/seniority dates as set forth in paragraph 1 above, nothing herein should be construed to grant

the affected employees greater rights in relation to seniority than any other employee pursuant to the CBA or by operation of law.

5. Finally, the retiree health insurance benefits and longevity increments set forth in this Agreement shall be deemed to be incorporated in the CBA and accordingly subject to future negotiation in accordance therewith.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed their names below.

FOR THE LCWSA

By: _____
Jason Molino, Executive Director

Dated: _____

FOR THE CSEA

By: _____
Paul Markwitz, Labor Relations
Specialist

Dated: _____

By: _____
Joseph Bauer, Unit President

Dated: _____

TENTATIVE AGREEMENT #15

Revise Article 29, to add new Section 11 – Certification Differential (given current Section 11 - Wage Grades will be moved to Appendices), as follows:

ARTICLE 29

PAY AND WORK WEEK

Section 11 – Certification Differential

- a. Effective the first full pay period in January 2025, Water/Wastewater Maintenance Persons who maintain a Class A CDL, a New York State Grade D Water Treatment Operator's certification, a New York State Grade C Water Treatment Operator's certification, and a New York Water Environment Association Grade 3 Voluntary Collection System Certification, shall be paid their regularly hourly wage plus one dollar and fifty cents (\$1.50) per hour.
- b. If a Water/Wastewater Maintenance Person fails to maintain or renew one or more certifications set forth in subsections a, above, their entitlement to the certification differential will cease immediately.
- c. Water/Wastewater Maintenance Persons interested in seeking a certification shall make a request to the Executive Director, or their designee. The Executive Director shall consider the request by the employee based on criteria which may include, but is not limited to, the following: the relevance of the training for the requesting employee as it relates to their job title and regular duties and responsibilities; the Authority's need for additional workforce development and training; the requesting employee's performance; and budget and workflow demands. While the Authority fully supports employee professional development and growth, the Authority retains full discretion to grant or deny training opportunities for employees.

Additionally, the parties agree to the following stand-alone "Memorandum of Agreement Regarding Certain Water/Wastewater Maintenance Persons' Eligibility for Article 29, PAY AND WORK WEEK, Section 11 - Certification Differential With Class B CDL" as follows:

MEMORANDUM OF AGREEMENT

Regarding Certain Water/Wastewater Maintenance Persons' Eligibility for Article 29, PAY AND WORK WEEK, Section 11 – Certification Differential, With Class B CDL

It is hereby understood and agreed by and between LIVINGSTON COUNTY WATER AND SEWER AUTHORITY ("LCWSA") and CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 ("CSEA"), collectively referred to as the "Parties," as follows:

WHEREAS, LCWSA and CSEA are parties to a collective bargaining agreement ("CBA") covering the period of January 1, 2025, to December 31, 2030, governing terms and conditions of employment for certain employees; and

WHEREAS, the Parties agree that as of December 31, 2024, the following Water/Wastewater Maintenance Persons possess a Class B Commercial Driver's License (Class B CDL): Joseph Bauer; Jamie Cucinotta; and Todd Marsh.

WHEREAS, it would be operationally and budgetarily inefficient for the LCWSA to upgrade the above-referenced employees' Class B CDLs to Class A CDLs necessary for eligibility for the Article 29, Section 11 - Certification Differential;

NOW THEREFORE, the Parties agree as follows:

1. Joseph Bauer, Jamie Cucinotta, and Todd Marsh, only, will be eligible for the Article 29, Section 11 - Certification Differential so long as they maintain their Class B CDLs and otherwise meet the requirements for the Certification Differential set forth in Article 29, Section 11 - Certification Differential.
2. Except for LCWSA's recognition of Joseph Bauer's, Jamie Cucinotta's, and Todd Marsh's Class B CDLs set forth in paragraph 1 above, nothing herein should be construed to grant them greater rights in relation to the Certification Differential than any other employee pursuant to the CBA or by operation of law.
3. Finally, this Agreement shall be deemed to be incorporated in the CBA and accordingly subject to future negotiation in accordance therewith.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed their names below.

FOR THE LCWSA

By: _____
Jason Molino, Executive Director

Dated: _____

FOR THE CSEA

By: _____
**Paul Markwitz, Labor Relations
Specialist**

Dated: _____

By: _____
Joseph Bauer, Unit President

Dated: _____

TENTATIVE AGREEMENT #16

Revise Article 20, Uniforms as follows:

ARTICLE 20 UNIFORMS

Section 1 - Uniforms

The Employer shall provide the following clothing for the identification and protection of its employees:

For Building Maintenance Person, Building Maintenance Mechanic, Water/Wastewater Maintenance Person, Senior Building Maintenance Mechanic, Water Treatment Plant Operator Trainee, Wastewater Treatment Plant Operator Trainee, Plumber, Wastewater Treatment Plant Operator, Water Treatment Plan Operator, Senior Water Treatment Plant Operator, Senior Wastewater Treatment Plant Operator: ~~One (1) pair of steel toed Boots (up to \$200.00 value)~~ Five (5) t-shirts; ~~One (1)~~ **two (2)** sweatshirts; ~~One (1) pair of Insulated Coveralls,~~ **and one (1) high visibility insulated jacket or vest.**, ~~One (1) pair of Work Gloves, One (1) pair of Insulated Work Gloves.~~

The employee shall provide laundering and maintenance. The Employer shall determine the cycle for normal replacement; the Employer shall replace uniforms that are damaged due to wear. The unusable or damaged garment shall be turned into the LCWSA office.

All employees, whether required to wear uniforms or not, must wear clean and presentable clothing appropriate to their assignment.

Section 2 - Clothing Allowance

The Employer shall provide an allowance not to exceed ~~\$200~~ **\$500.00** per calendar year for purchases of clothing (not covered under Section 1), including additional t-shirts and pants (denim jeans), **work gloves and insulated work gloves, and steel-toed boots**, to be worn while performing official work duties. Employees holding the following titles are entitled to the clothing allowance: Building Maintenance Person, Building Maintenance Mechanic, Water/Wastewater Maintenance Person, Senior Building Maintenance Mechanic, Water Treatment Plant Operator Trainee, Wastewater Treatment Plan Operator Trainee, Plumber, Wastewater Treatment Plant Operator, Water Treatment Plant Operator, Senior Water Treatment Plant Operator, Senior Wastewater Treatment Plant Operator. ~~Employees shall submit receipts for reimbursement on a semi-annual basis (i.e. by June 1 and by December 1) to the LCWSA Office of the Executive Director. Such reimbursements shall be paid no later than at the time of the second paycheck in June and December of each year.~~ **Employees shall submit receipts ten (10) working days from the date of purchase to receive reimbursement.**



RESOLUTION NO. 2024 - 44

**RESOLUTION TO RECOGNIZE CERTAIN POSITIONS AS NOT COVERED BY A
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the collective bargaining agreement between the Livingston County Water and Sewer Authority ("Authority") and CSEA expires on December 31, 2024; and

WHEREAS, the negotiating teams for the parties have reached a tentative agreement for a new collective bargaining agreement; and

WHEREAS, CSEA ratified the agreement on November 15, 2024 and the Authority Board approved the agreement on November 20, 2024; and

WHEREAS, the newly approved collective bargaining agreement removes and no longer covers the positions of Principle Account Clerk and Senior Account Clerk in the collective bargaining agreement; and

WHEREAS, the Authority Board is desirous of recognizing the positions of Principle Account Clerk and Senior Account Clerk as positions in the Livingston County Water and Sewer Authority as not covered by a collective bargaining agreement, and now therefore be it,

RESOLVED, the Principle Account Clerk (Competitive Class) will be a full-time, forty (40)-hour per week, non-union position, and it will be classified as non-exempt consistent with the Fair Labor Standards Act (FLSA), and be it further,

RESOLVED, the Senior Account Clerk (Competitive Class) will be a full-time, forty (40)-hour per week, non-union position, and it will be classified as non-exempt consistent with the Fair Labor Standards Act (FLSA).

November 20, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2024 - 45

RESOLUTION ESTABLISHING CERTAIN BENEFITS FOR MARK KOSAKOWSKI AND RENE LEWIS

WHEREAS, the benefits for employees of the Livingston County Water and Sewer Authority ("Authority") covered by a collective bargaining agreement shall be provided in accordance with the terms and conditions set forth within the applicable collective bargaining agreement; and

WHEREAS, compensation and employee benefits for certain Authority positions not covered by the collective bargaining agreement are provided for in separate employment contracts or resolutions approved by the Authority Board; and

WHEREAS, the Authority Board approved Resolution No. 2018-30 recognizing specific benefits, specifically Retiree Health Insurance, for Mark Kosakowski, Director of Operations, as being the same as provided in the CSEA collective bargaining agreement and attendant Memorandum of Agreement; and

WHEREAS, certain positions covered under the prior and current collective bargaining agreement are entitled to specific Retiree Healthcare Insurance pursuant to the attendant Memorandum of Agreement and are subject to negotiation; and

WHEREAS, the Authority and CSEA have ratified and approved a new collective bargaining agreement effective January 1, 2025 through December 31, 2030; and

WHEREAS, effective January 1, 2025, Rene Lewis, Principal Account Clerk, will no longer be covered under the new collective bargaining agreement or attendant Memorandum of Agreement, now therefore be it,

RESOLVED, that the Authority Board recognizes the following benefits for Mark Kosakowski and Rene Lewis (collectively referred to as "Retiree"), effective January 1, 2025, upon retirement:

A. The Authority shall provide Retiree with subscriber-spouse Excellus Silver 2 HDHP coverage. The Retiree must switch to single coverage in the case that the spouse is no longer eligible for coverage. The Authority will contribute the total amount equal to one hundred percent (100%) of the premium cost.

B. Once Retiree reaches age sixty-five (65) or is Medicare eligible, whichever is first, the Authority shall no longer provide Retiree with health insurance coverage, and their spouse can elect health insurance COBRA continuation coverage at their own expense pursuant to applicable law.

C. Additionally, the Authority shall make an annual contribution to a Health Savings Account (HSA) set up by Retiree in an amount equal to the applicable health insurance plan deductible, but not to exceed six thousand five hundred dollars (\$6,500.00) per year. The Authority HSA contributions shall cease once Retiree reaches age 65 or is Medicare eligible, whichever is first.

D. Once Retiree is Medicare eligible, the Authority will provide reimbursement for Retiree's and/or their spouse's Medicare plan, not to exceed a combined total of two thousand four hundred dollars (\$2,400.00) per year.

E. There is no surviving spouse benefit. Accordingly, should Retiree predecease their spouse, their spouse shall not be entitled to continued health insurance benefits at the Authority's expense.

F. If, at any point in time Retiree's spouse becomes Medicare eligible before them, Retiree must switch to single plan coverage with the corresponding HSA contribution, and Retiree's spouse may be entitled to health insurance COBRA continuation coverage at their own expense pursuant to applicable law.

November 20, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2024 - 46

RESOLUTION ESTABLISHING CERTAIN BENEFITS FOR EMPLOYEES OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT FOR THE YEAR 2025 AND YEAR 2026

WHEREAS, the benefits for employees of the Livingston County Water and Sewer Authority (“Authority” or “LCWSA”) covered by a collective bargaining agreement shall be provided in accordance with the terms and conditions set forth within the applicable collective bargaining agreement; and

WHEREAS, employee healthcare, dental and vision insurance benefits for full-time, permanent employees not covered by a collective bargaining agreement shall be provided as follows:

Health Insurance Plan

Effective January 1, 2025, the Authority will the Excellus Silver 2 High Deductible Health Plan (HDHP) or another substantially equivalent health insurance plan.

An employee or his/her spouse or domestic partner shall not be eligible for double health insurance coverage under the LCWSA’s plan. If both husband and wife or domestic partners are employed by the LCWSA, then they shall be eligible for only one (1) coverage policy.

Effective January 1, 2025, if a spouse or dependent becomes Medicare eligible, the spouse or dependent is entitled to COBRA coverage, as applicable, and the employee is required to switch plan coverage that eliminates the spouse or dependent coverage. The switch will result in the employee being eligible for the LCWSA HSA contribution corresponding with the resulting coverage.

A. Contributions Toward Cost of Coverage

1. Effective January 1, 2025, the LCWSA will contribute the total amount equal to one hundred percent (100%) of the premium cost for family, subscriber-spouse, subscriber-children, or single coverage, as applicable, for the Excellus Silver 2 HDHP.
2. Effective January 1, 2026, the LCWSA will contribute a total amount equal to seventy-five percent (75%) of the premium cost for family, subscriber-spouse, subscriber-children, or single coverage, as applicable, for the Excellus Silver 2 HDHP. The participating employee will be responsible for contributing the remaining twenty-five percent (25%) of the premium cost.
3. Contribution obligations of all employees shall be adjusted by any changes in health insurance premiums.

B. Health Savings Account (HSA)

1. For current employees employed as of December 31, 2024, electing LCWSA coverage as of January 1, 2025, only, the LCWSA will contribute to a Health Savings Account (HSA)

set up by the participating employee the amount of four thousand (\$4,000) for a single plan, and the amount of eight thousand dollars (\$8,000) for a family, subscriber-spouse, or subscriber-children plan.

2. For employees hired on or after January 1, 2025, who elect LCWSA health insurance coverage, LCWSA will contribute to a Health Savings Account (HSA) set up by the participating employee the amount equal to the deductible for the applicable plan coverage (family/subscriber-spouse/subscriber-children/single) in first year of employment, only. Thereafter, such employees will be eligible for the annual three thousand five-hundred-dollar (\$3,500) LCWSA HSA contribution (family/subscriber-spouse/subscriber-children) or the one thousand dollar (\$1,000) LCWSA HSA contribution (single), set forth in Section 3, below, as applicable.
3. Effective January 1, 2026, the LCWSA will contribute annually to a Health Savings Account (HSA) set up by the participating employee the amount of one thousand dollars (\$1,000) for a single plan, and the amount of three thousand five hundred dollars (\$3,500) for a family, subscriber-spouse, or subscriber-children plan.
4. If an employee commences participation in the HDHP mid-plan year, the employer contribution to the HSA will be prorated based on the remainder of whole months in the year. Such contribution will be made on the first full pay period pay date following the enrollment in the HDHP and the Employer's receipt of the employee's HSA account information.
5. An eligible employee who has a qualifying event that results in a change in health insurance coverage status (e.g., has a child or adds a spouse/domestic partner), will qualify for the pro-rated amount of HSA Employer funding for the remainder of whole months.
6. An employee may contribute additional money to his/her HSA, up to the maximum allowed under federal law, through pre-tax payroll deduction to the extent permitted by law.
7. The Employer's obligation to fund an eligible employee's HSA ceases at the time of his/her separation from employment for any reason.

C. Continuation Upon Death of Covered Employee

In the event an employee with health insurance coverage dies in service, and that coverage applied to one or more of the employee's surviving family members, coverage will be continued to the extent the eligible surviving family members are eligible for and elect COBRA continuation coverage. For the first three (3) calendar months of COBRA continuation coverage, the LCWSA will pay the full cost of coverage provided the surviving family members provide the LCWSA with the necessary paperwork (e.g., payment coupons) to process payment. Thereafter, LCWSA responsibility for any payments toward COBRA coverage shall end. This paragraph shall not otherwise modify the COBRA rights and responsibilities of covered, surviving family members of the employee. The LCWSA HSA contributions will cease upon the death of the participating employee.

D. Wellness Incentive

1. Effective January 1, 2025, all LCWSA health insurance plan participants, and their covered spouse/domestic partners, shall have the option to voluntarily participate in the LCWSA wellness program annually.
2. Eligible participants shall have the opportunity to earn financial incentives to be applied in the calendar year immediately following participation for meeting wellness targets.
3. The financial incentives set forth in paragraph 4, below, are expressed in terms of percentage of the total premium cost for Excellus Silver 2 HDHP coverage applicable to the participating employee in the year applied. The incentives earned shall be applied to and, therefore, reduce the employee's premium contribution obligation for that year.
4. Effective January 1, 2026, all participants shall receive the following incentives each year to the extent they achieve the wellness targets in their prior year's wellness program participation:

i. Family, Subscriber-Spouse, and Subscriber-Children plan incentive

- Blood Pressure - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- LDL Cholesterol - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- Triglyceride - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- Glucose - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner
- No Nicotine Use - 2.5% of Excellus Silver 2 HDHP total premium cost for employee, and 2.5% of Excellus Silver 2 HDHP total premium cost for spouse/domestic partner

NOTE: If an employee has a subscriber-children plan, the incentive shall be 5% of Excellus Silver 2 HDHP total premium cost for each category if the employee participates; children are not required or eligible to participate in the program.

ii. Single plan incentive

- Blood Pressure - 5% of Excellus Silver 2 HDHP total premium cost for employee

- LDL Cholesterol - 5% of Excellus Silver 2 HDHP total premium cost for employee
 - Triglyceride - 5% of Excellus Silver 2 HDHP total premium cost for employee
 - Glucose - 5% of Excellus Silver 2 HDHP total premium cost for employee
 - No Nicotine Use - 5% of Excellus Silver 2 HDHP total premium cost for employee
- iii. Maximum Incentive: The maximum incentive that can be earned for either a family, subscriber-spouse, subscriber-children, or single plan is 25% of the participating employee's total premium, applied to the employee's premium contribution obligation, for Excellus Silver 2 HDHP coverage.
5. Health Coaching: If a participant misses one or more of the target ranges, they will have the opportunity to earn the incentive(s) for the range(s) missed by engaging in free health coaching with Integrated Health 21 (IH 21) or another comparable provider. Coaching takes place in approximate thirty (30) minute phone sessions and can be scheduled when convenient for the participant, including during evenings and weekends.
- i. Opportunities to earn incentives are as follows:
- If a participant does not meet 1-2 of the target ranges (aside from nicotine use) they will have the opportunity to complete two (2) health coaching sessions to earn the incentive(s) for the missed range(s).
 - If a participant does not meet 3-4 of the target ranges (aside from nicotine use) they will have the opportunity to complete a twelve (12) week health coaching program to earn the incentives for the missed ranges.
 - If a participant currently uses nicotine, they will have the opportunity to complete an eight (8) week smoking cessation program to earn the incentive for this category.
 - If a participant has a health condition that makes them medically unable to meet a standard target range for an incentive category, they may apply for an exemption through their physician, and this will be handled through IH 21 or another comparable provider.

If a participant has a health condition that makes them medically unable to meet a standard target range for an incentive category, they may apply for an exemption through their physician, and this will be handled through IH 21 or another comparable provider.

- E. Dental Insurance: Effective January 1, 2025, the Employer shall make dental insurance coverage available to full-time, permanent employees not covered by a collective bargaining agreement through the Sunrise Dental plan offered through the CSEA Employee Benefit Fund, pursuant to the terms of the plan. The Employer will pay 100% of the premium of the Employee-only coverage up to a maximum of \$670.00 annually. Each eligible employee participating in the

dental plan will be responsible for paying any remaining cost, including the difference between the cost of Employee-only coverage and any other coverage option selected by the participating employee. Such employee contributions to premium shall be made as pre-tax payroll deductions to the extent permitted by law.

- F. Insurance: Effective January 1, 2025, The Employer shall make vision insurance coverage available to full-time, permanent employees not covered by a collective bargaining agreement through the Gold 12 Vision plan offered through the CSEA Employee Benefit Fund, pursuant to the terms of the plan. The Employer will pay 100% of the premium of the Employee-only coverage up to a maximum of \$150.00 annually. Each eligible employee participating in the vision plan will be responsible for paying any remaining cost, including the difference between the cost of Employee-only coverage and any other coverage option selected by the participating employee. Such employee contributions to premium shall be made as pre-tax payroll deductions to the extent permitted by law.

November 20, 2024

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2024 - 47

**RESOLUTION ADOPTING SALARIES AND WAGE RATES FOR EMPLOYEES OF THE
LIVINGSTON COUNTY WATER AND SEWER AUTHORITY FOR THE YEAR 2025**

WHEREAS, that the wage rates for employees of the Livingston County Water and Sewer Authority (Authority) are covered by a collective bargaining agreement shall be provided in accordance with the terms and conditions set forth within the applicable collective bargaining agreement, and therefore be it,

RESOLVED, that salaries and wage rates for full-time, permanent employees and other miscellaneous pay rates not covered by a collective bargaining agreement shall be provided as follows:

2025 SALARY SCHEDULE

<u>Title</u>	<u>Name</u>	<u>2025 Rate</u>
Executive Director	Jason Molino	\$165,000
Deputy Executive Director	Lauren Monaghan	\$100,000
Director of Operations	Mark Kosakowski	\$92,566
Wastewater Treatment Manager	Jefferey Utegg	\$80,000
Assistant Director of Operations		\$75,000
Principle Account Clerk	Rene Lewis	\$39.33/hr.
Confidential Secretary	Sarah Wright	\$28.86/hr.
Utility Billing Coordinator	Linda Dickinson	\$26.45/hr.
Senior Account Clerk	Colleen Murphy	\$24.80/hr.
Laborer (part-time)		\$18.00/hr. – 1 st Yr. \$18.25/hr. – 2 nd Yr. \$18.50/hr. – 3 rd Yr.

October 16, 2024
Livingston County Water & Sewer Authority
Moved By:
Seconded By:
AYES:
NAYS: