
Agenda

August 20, 2025 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. July 16, 2025 – Regular Meeting

4. Reports

- a. Financial Report – July 2025
- b. Operations Report
- c. Capital Report
- d. Executive Director's Report

5. Other Business

Resolution No.: 2025 - 32 RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY LAKEVILLE OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION

Resolution No.: 2025 - 33 RESOLUTION TO APPROVE A NINETEENTH SUPPLEMENTAL RESOLUTION TO FINANCE CERTAIN SEWER IMPROVEMENTS WITHIN THE LAKEVILLE COLLECTION SYSTEM

Resolution No.: 2025 - 34 RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE LAKEVILLE OUTBOUND SEWER PUMP STATION IMPROVEMENT PROJECT WHICH INCLUDES REPLACEMENT AND INSTALLATION OF CERTAIN SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS

Resolution No.: 2025 - 35 RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY LEICESTER/MT. MORRIS OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION

Resolution No.: 2025 - 36 RESOLUTION TO APPROVE AN TWENTIETH SUPPLEMENTAL RESOLUTION TO FINANCE CERTAIN SEWER IMPROVEMENTS WITHIN THE LEICESTER / MT. MORRIS COLLECTION SYSTEM

- Resolution No.: 2025 - 37 RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE LEICESTER/MT. MORRIS OUTBOUND SEWER PUMP STATION IMPROVEMENT PROJECT WHICH INCLUDES REPLACEMENT AND INSTALLATION OF CERTAIN SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS
- Resolution No.: 2025 – 38 RESOLUTIONS FOR AN APPLICATION TO THE NEW YORK STATE OFFICE OF GENERAL SERVICES
- Resolution No.: 2025 – 39 RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LIMA FOR PROJECT MANAGEMENT AND OVERSIGHT SERVICES

6. Adjournment

Next Regular Meeting: Wednesday, September 17, 2025 @ 8:00 am

Unreviewed Minutes
REGULAR MEETING
July 16, 2025 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

Members Attending: M. McKeown, B. Ceci, R. White, M. Falk, and T. Saunders

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

Call to Order: 8:00 a.m.

Approval of Agenda:

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

Approval of Minutes:

June 30, 2025 - Regular Meeting

Motion: R. White moved, and M. Falk seconded to approve the regular meeting minutes dated June 30, 2025. Carried unanimously.

July 11, 2025 – Governance Committee and Strategic Initiatives Committee Meeting

Motion: T. Saunders moved, and B. Ceci seconded to approve the Committee meeting minutes dated July 11, 2025. Carried unanimously.

Reports:

Financial Report June 2025

R. Lewis reviewed the June 2025 Financial Report.

Motion: M. Falk moved, and R. White seconded to approve the June 2025 Financial Report. Carried unanimously.

Operations Report

M. Kosakowski reviewed the Operations Report.

Capital Report

L. Monaghan reported no update to the Capital Report with the exception that the Conesus Lake Pumps Station Project construction meeting is scheduled for the end of July.

Other Business:

Resolutions:

2025-25 RESOLUTION IN SUPPORT OF TOWN OF LEICESTER COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE LEICESTER PUMP STATION IMPROVEMENT PROJECT
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2025-25. Carried unanimously.

2025-26 RESOLUTION IN SUPPORT OF TOWN OF LIVONIA COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE HEMLOCK PUMP STATION IMPROVEMENT PROJECT
Motion: R. White moved, and B. Ceci seconded to approve Resolution 2025-26. Carried unanimously.

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- 2025-27 RESOLUTION TO APPROVE AN EIGHTEENTH SUPPLEMENTAL RESOLUTION TO ALLOW AN INCREASE IN BORROWING TO FINANCE CERTAIN WATER IMPROVEMENTS IN CONNECTION WITH E.F.C. STATE DRINKING WATER REVOLVING FUND PROJECT NO.: 18746 J. Molino explained the need to increase the borrow for the Shelly Road Tank and Site Construction is related to multiple factors but, predominately due to inflationary costs.
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2025-27. Carried unanimously.
- 2025-28 RESOLUTION AWARDDING A BID FOR COUNTY WIDE WATER SYSTEM IMPROVEMENTS CONTRACT 4 – SHELLY ROAD UPPER WATER STORAGE TANK, CONTRACT A – GENERAL CONSTRUCTION
Motion: R. White moved, and M. Falk seconded to approve Resolution 2025-28. Carried unanimously.
- 2025-29 RESOLUTION AWARDDING A BID FOR COUNTY WIDE WATER SYSTEM IMPROVEMENTS: CONTRACT 4 – SHELLY ROAD UPPER WATER STORAGE TANK, CONTRACT B – WATER STORAGE TANK
Motion: M. Falk moved, and T. Saunders seconded to approve Resolution 2025-29. Carried unanimously.
- 2025-30 RESOLUTION ADOPTING VARIOUS POLICIES FOR THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
Motion: R. White moved, and B. Ceci seconded to approve Resolution 2025-30. Carried unanimously.

Executive Director Report

J. Molino presented the Board with a revised option for the Regional Project. A resolution was distributed and reviewed indicating the intent for the Authority to serve as Lead Agency for the SEQR review for the Type I Action for the LCWSA Regional Water Supply Project.

- 2025-31 SEQRA NOTICE OF INTENT TO SERVE AS LEAD AGENCY FOR THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (LCWSA) REGIONAL WATER SUPPLY PROJECT
Motion: R. White moved, and T. Saunders seconded to approve Resolution 2025-31. Carried unanimously.

Adjournment: M. McKeown closed the meeting at 9:57 a.m.

Livingston County Water and Sewer Authority

July 2025

Financial Report

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Purchased Water Analysis	11
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Disbursements	
Capital \$145,360.03	13
Operating \$377,990.69	14-22
Debt <u>\$227,716.64</u>	23
Total Disbursements	\$751,067.36

**July 2025
Revenue & Expenses**

REVENUE

2025 Budget Revenue -\$4,707,556

Year to date \$1,689,238

Current Period \$ 2,107

Retail Fees up \$ 72,948

Created new Revenue GL's for Fire Service & Surcharges that were previously in Retail Fees. Created new GL's for Customer Fines previously going to Late Fees. Adjusted Late Fees/Retail Fees due to incorrect mapping in the Billing Software

-Retail Fees represents billing 11/1/24-4/30/25, next billing August 2025 for 5/1/25-7/31/25

EXPENSES

2025 Budget Expenses -\$4,816,557

Year to Date Expenses \$ 2,672,512(Approximately 55.5% of total budget)

Current Period \$ 379,049

Decreases

6310 Outside Services	\$109,039	Not all 2024 encumbrances have been paid. New in 2025 if a repair is done by an outside vendor it is being coded as 6621 (repair).
6620 Bldg. Supply	\$42,116	In 2024 all building supply/in house repairs were coded here, now only the supply is, in house repairs are coded as 6621.
6641 Other Govt's	\$24,718	Pd. Town of Livonia (from Compact of Town Restricted Funds)
6550 Chemicals	\$20,845	Per Jeff-buying in larger quantities, higher strength & using Less. Predicting to be under budget.

Increases

6120 Engineering Services	\$71,783	GS UV Project converted to operating expenses, SCADA Expansion at Lakeville & Springwater
6140 Computer Services	\$38,411	Trimble & Ziptility Software, paying subscriptions at one time instead of several times a year. SCADA call outs. New Server
6510 Purchased Water	\$22,062	See attached sheet. Outside Town of Livonia rate increased .07
6621 Maint. & Repair	\$119,561	Due to the decreases in 6310 & 6620.

July 2025

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CURRENT ASSETS

Cash & Cash Equivalents:

01 Checking - Operating	1,054.47
03 Checking - Reserve	922,757.77
04 Checking - Debt Reserve	899,221.14
Total Cash & Cash Equivalents	1,823,033.38

Accounts Receivable:

03.1210	A/R Retail Fees	340,405.07
03.1211	A/R Town of Springwater Debt	784.02
04.1215	A/R Fees Debt	51,240.28
03.1230	Accrued Billing	0.00
04.1230	Accrued Billing	0.00
03.1235	A/R Relevy	0.00
04.1235	A/R Debt Relevy	0.00
03.1290	Other Receivables	139,920.00
	Total Accounts Receivable	532,349.37

Capital Contributions Receiv

03.1275	Contributions Receivable	28,073.60
03.1380	Contributuons Receivable-LT	60,346.45
03.1382	Cont. Rec.-LT Dairy Knoll	117,154.03
	Total Capital Contributions Re	205,574.08

Inventory:

01.1300	Inventory	47,406.00
	Total Inventory	47,406.00

Prepaid Expenses:

01.1700	Prepaid Expenses	35,913.36
03.1700	Prepaid Exp	0.00
	Total Prepaid Expenses	35,913.36

Funds Held for Others:

02.1100	Checking - Clearing	27,670.12
06.1185	Checking - Funds Held for Othe	1,475.95
	Total Funds Held for Others	29,146.07

Total CURRENT ASSETS 850,388.88

NON-CURRENT ASSETS

Restricted Cash:

05.1160	Checking - Restricted	12,498.40
01.1181	SLGS Debt Reserve	112,279.00
01.1182	C8-6449-05-00-Reserve	280,811.56
04.1175	CD - for loan covenant's	83,006.47
07.1183	2024 BAN On Deposit with Trust	123,343.32
	Total Restricted Cash	611,938.75

July 2025

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Property & Equipment, Net Dep		
01.1410	Land	150,284.85
01.1420	DP, Electronic, Comm Equip	648,421.54
01.1430	Automotive Equipment	1,194,137.42
01.1440	Bldg Maint, Tools, Machines	3,798,058.95
01.1450	Water Distribution Systems	22,582,796.61
01.1460	Sewer Collection Systems	32,435,747.71
01.1470	Buildings	6,205,399.54
01.1480	Leased Holdings Improvements	871,376.63
01.1490	Right to Use Asset VLivonia	259,308.62
01.1520	Accum Depr: Electronic Equip	(536,474.42)
01.1530	Accum Depr: Automotive	(540,155.64)
01.1540	Accum Depr: Tools, Machines	(2,265,627.72)
01.1550	Accum Depr: Water Systems	(6,084,326.13)
01.1560	Accum Depr: Sewer Systems	(13,234,713.97)
01.1570	Accum Depr: Buildings	(3,303,497.92)
01.1580	Accum. Dep-leased Holdings	(121,629.79)
01.1590	Accum Depr Right to Use	(98,024.83)
	Total Property & Equipment	41,961,081.45
Work-In-Progress		
01.1600	Work-In-Progress	1,557,233.00
	Total Work-In-Progress	1,557,233.00
Deferred Outflow Asset		
01.2200	Deferred Outflow-Pension	638,663.50
01.2210	Deferred Outflow -OPEB	305,043.00
	Total Deferred Outflow Asset	943,706.50
	Total NON-CURRENT ASSETS	45,073,959.70
	TOTAL ASSETS	47,747,381.96
CURRENT LIABILITIES		
Accounts Payable		
01.2050	Accrued Payroll	(4,994.79)
04.2025	Accrued Interest	12,536.00
	Total Accounts Payable	7,541.21
Current Portion Loans Payabl		
01.2021	Current Portion-Vlivonia lease	0.03
03.2019	Loan Pay ST-D0-18746	0.00
04.2019	Loan Pay ST-D0-18746	3,500,109.34
04.2020	Current Debt Payable	(0.29)
04.2022	Cur Port Debt C8-6449-05-00	0.00
07.2023	2023 BAN	0.00
	Total Current Portion Loans Pa	3,500,109.08

Date 8/8/2025

Balance Sheet - Grouping

Time 3:49 PM

Balance Sheet - Grouping

Period 07/2025

July 2025

(4)

Other Current Liabilities		
01.2090	Other Accounts Payable	3,470.32
Fund Held for Others		
01.2080	Funds Held for Others	(1,844.83)
02.2080	Funds Held For Others	27,670.15
06.2080	Funds Held for others	273.14
02.2085	Billing Owed to other Entity	9.93
	Total Funds Held for Others	26,108.39
	Total CURRENT LIABILITIES	3,537,229.00
NON-CURRENT LIABILITIES		
System Revenue Notes Payable		
01.2150	Lease Liability-V Livonia	115,039.42
01.2215	Deferred Inflows	399,550.00
01.2250	Deferred Inflow-Pension	277,865.00
01.2270	Net Pension Liability	532,073.00
01.2280	Total OPEB Liability	1,916,410.70
01.2290	Compensated Absences	47,437.48
04.2100	LT Debt	2,935,875.00
04.2101	LT Debt C8-6449-05-00	6,886,865.38
07.2102	LT Debt 2024 BAN	1,275,682.15
	Total NON-CURRENT LIABILITIES	14,386,798.13
RETAIN EARNINGS & NET POSITION		
Other		
01.3020	Unrestricted	11,845,394.54
01.3030	Capital Assets, net debt	29,300,214.25
01.3040	Restricted	391,888.25
05.3030	Capital Assets, net debt	(510.00)
07.3030	Capital Assets, net debt	(123,343.00)
	Total Other	41,413,644.04
	TOTAL LIABILITIES	59,337,671.17
	Total Funds Equity Balance	(11,590,289.21)

July 2025

Project	Code	Project Name	Expenditures		Budget			Financing			Date Began	End Date
			Expenses	Capitalized	Budget	Balance	Service Area	Funding	Grant/Contr ibuted	Reserve		
DEBT & REIMBURSABLE PROJECTS												
31131		County Wide WaterSystem Improvements (EFC WIIA)	25,817.54	5,225,644.15	9,250,000	3,998,538.31	WR	DO 18746	\$ 3,000,000	\$ -	\$ 6,250,000	7/12/2019
31450		Leicester/York Regional Water Project	311,432.25				WR					
31455		Conesus Lake PS Improvements (EFC WIIA)	954,520.41		8,750,000	7,795,479.59	SL	C8-6449-06-00	\$ 3,750,000	\$ -	\$ 5,000,000	2023
			1,291,770.20			11,794,017.90						
GENERAL RESERVE PROJECTS												
Reserve Cash for Debt & Reimbursable Projects						\$ -						
31148		SCADA Design (Phase I)	\$ 265,462.80		\$ 370,000	\$ 104,537.20					1/1/2022	
Total General Reserve Projects			265,462.80			104,537.20						
Total WIP Expense (GL 1600)			1,557,233.00									
Studies/ Non Capital Projects												
SCADA Expansion Lakeville			9,578.01		77,000.00	67,421.99						
SCADA Expansion Springwater			20,372.01		49,000.00	28,627.99						
Total Studies/Non Capital Projects						96,049.98						
Less Grants						-						
Total General Reserves Projects + Total Studies/Non Capital						200,587.18						

	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est	Est
Cash on hand 1st of each month	\$ 952	\$ 899	\$ 1,108	\$ 635	\$ 442	\$ 575	\$ 216	\$ 462	\$ 1,115	\$ 1,054	\$ 1,167	\$ 1,330	\$ 998	\$ 1,218
<u>Cash Received</u>														
Customer Billing	293.5	679	103.2	234.8	712	33.9	471.9	514.6	36.5	466.6	551.7	50.5	480	525
Miscellaneous	8	38.1	2.6	1.5	1.6	1.3	0.8	24.4	3.5	63.4	4.1	3.7	3	3
Debt/Project Related														
Billing Services/O & M Services	3.6			16.3		13.2	35.7	4.4			16.4		15	
Relevy									320.6					
<u>adj. pre. Month</u>														
BAN/Debt/Grant/Contrib Receipts	198					162	206.5	494.7		25				
EFC										70.7		136.7	172	
Cash Balance before expenditures	\$ 1,455	\$ 1,616	\$ 1,214	\$ 888	\$ 1,156	\$ 786	\$ 931	\$ 1,500	\$ 1,476	\$ 1,679	\$ 1,739	\$ 1,521	\$ 1,668	\$ 1,746
Operating Vouchers	428.6	452	366.5	417.1	523.5	533.2	452.3	304	415.5	444.9	373.8	377.9	350	350
Transfer to Debt/Relevy										53.5				
Project Vouchers	128.1	56	212.1	28.5	57	36.7	16.2	80.7	6.8	13.8	35.2	145.3	100	100
<u>Estimated Expenditures</u>														
Utilities														
Operating														
Projects														
Cash Balance after expenditures	\$ 899	\$ 1,108	\$ 635	\$ 442	\$ 575	\$ 216	\$ 462	\$ 1,115	\$ 1,054	\$ 1,167	\$ 1,330	\$ 998	\$ 1,218	\$ 1,296
Reserve Projects in Progress Budget Bal + Equipment to Purchase	265	265	265	360	251	192	192	177	177	177	110	104	104	104
Unallocated Cash Balance	\$ 634	\$ 843	\$ 370	\$ 82	\$ 324	\$ 24	\$ 270	\$ 938	\$ 877	\$ 990	\$ 1,220	\$ 894	\$ 1,114	\$ 1,192

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Profit Loss Report - Grouping Report

July 2025

Account Description	YTD PY 2024	MTD July	YTD 2,025.00	Plus/Minus over Prev. Year	Budget	Uncollected/ Uncommitted
OPERATING REVENUE:						
Fees:						
4110 Retail Fees	1,327,392.91	409.90	1,400,341.00	72,948.09	4,288,969.00	2,888,628.00
4120 Wholesale Fees	505.89	0.00	529.98	24.09	0.00	(529.98)
4125 Wholesale Fees V Caledoni	86,756.50	16,719.31	106,353.15	19,596.65	180,000.00	73,646.85
Total Fees...	1,414,655.30	17,129.21	1,507,224.13	92,568.83	4,468,969.00	2,961,744.87
Permit Fees:						
4200 Permits	87,940.00	11,970.00	82,749.22	(5,190.78)	55,000.00	(27,749.22)
Total Permit Fees...	87,940.00	11,970.00	82,749.22	(5,190.78)	55,000.00	(27,749.22)
O&M Services:						
4130 O&M Services	23,230.00	0.00	23,460.00	230.00	23,460.00	0.00
Total O&M Services...	23,230.00	0.00	23,460.00	230.00	23,460.00	0.00
Other Income:						
4140 Late Fees	26,955.25	(134.40)	25,100.52	(1,854.73)	60,527.00	35,426.48
4145 Fire Service	0.00	0.00	6,860.00	6,860.00	0.00	(6,860.00)
4150 Surcharges	0.00	0.00	1,000.00	1,000.00	0.00	(1,000.00)
4155 Customer Fines	0.00	0.00	2,460.00	2,460.00	0.00	(2,460.00)
4160 Billing Services	5,750.00	0.00	6,625.00	875.00	13,000.00	6,375.00
4410 Miscellaneous Income	11,035.03	2,241.00	33,758.99	22,723.96	86,600.00	52,841.01
4415 Other Governments	5,000.00	0.00	0.00	(5,000.00)	0.00	0.00
Total Other Income...	48,740.28	2,106.60	75,804.51	27,064.23	160,127.00	84,322.49
Total OPERATING REVENUE...	(1,574,565.58)	(31,205.81)	(1,689,237.86)	(114,672.28)	(4,707,556.00)	(3,018,318.14)
OPERATING EXPENSE:						
Wages & Fringes:						
5010 Wages & Salaries	665,973.86	119,164.02	742,337.81	76,363.95	1,403,284.00	660,946.19
5020 Overtime	18,992.10	6,311.19	32,881.24	13,889.14	55,415.00	22,533.76
5030 FICA	51,110.79	9,456.16	58,479.38	7,368.59	111,590.00	53,110.62
5040 Retirement	37,560.50	0.00	43,252.68	5,692.18	207,084.00	163,831.32
5048 Retiree Health Insurance	24,952.02	3,152.33	28,495.02	3,543.00	45,624.00	17,128.98
5050 Health Insurance	274,492.04	38,056.74	402,321.49	127,829.45	527,554.00	125,232.51
5060 Workman's Comp/Disability	23,389.07	0.00	22,321.00	(1,068.07)	25,275.00	2,954.00
5070 Unemployment	9,374.64	499.76	9,436.20	61.56	15,840.00	6,403.80
Total Wages & Fringes...	1,105,845.02	176,640.20	1,339,524.82	233,679.80	2,391,666.00	1,052,141.18

Profit Loss Report - Grouping Report

Period 07/2025

July 2025

Account Description	YTD PY 2024	MTD July	YTD 2,025.00	Plus/Minus over Prev. Year	Budget	Uncollected/ Uncommitted
Professional Services:						
6110 Legal Services	22,759.92	3,995.00	10,901.25	(11,858.67)	32,200.00	21,298.75
6120 Engineering Services	14,280.00	17,995.78	86,062.71	71,782.71	90,000.00	3,937.29
6125 Project Engineering NC	0.00	6,097.70	62,732.70	62,732.70	0.00	(62,732.70)
6130 Financial Services	27,578.42	401.57	25,704.41	(1,874.01)	35,700.00	9,995.59
6140 Computer Services	37,063.37	11,133.06	75,474.20	38,410.83	53,310.00	(22,164.20)
6150 Insurance	70,970.00	14,527.00	85,570.44	14,600.44	145,000.00	59,429.56
6190 Other Professional Servic	16,820.20	0.00	400.00	(16,420.20)	15,000.00	14,600.00
Total Professional Ser...	189,471.91	54,150.11	346,845.71	157,373.80	371,210.00	24,364.29
Utilities:						
6210 Electricity	184,384.25	26,446.81	176,519.97	(7,864.28)	353,227.00	176,707.03
6220 Gas/Heating	12,314.49	1,757.80	17,483.59	5,169.10	31,336.00	13,852.41
6230 Telephone	10,266.58	4,888.89	17,553.42	7,286.84	21,617.00	4,063.58
Total Utilities...	206,965.32	33,093.50	211,556.98	4,591.66	406,180.00	194,623.02
Vehicle Expense:						
6420 Vehicle Mainteance	14,784.77	77.98	10,535.98	(4,248.79)	24,800.00	14,264.02
6430 Gasoline	18,247.85	0.00	8,828.35	(9,419.50)	47,351.00	38,522.65
Total Vehicle Expense...	33,032.62	77.98	19,364.33	(13,668.29)	72,151.00	52,786.67
Purchased Water/Sewer:						
6510 Purchased Water	247,690.00	56,480.08	269,752.11	22,062.11	746,462.00	476,709.89
6515 Purchased Water MCWA	76,875.44	16,719.31	91,637.61	14,762.17	0.00	(91,637.61)
6520 Purchased Sewer Treatment	31,519.95	0.00	28,909.97	(2,609.98)	80,000.00	51,090.03
Total Purchased WA/SW...	356,085.39	73,199.39	390,299.69	34,214.30	826,462.00	436,162.31
Equipment Maintenance:						
6610 Equipment Repair/Supply	3,714.32	237.13	3,071.78	(642.54)	14,600.00	11,528.22
6625 Equipment	31,983.06	3,471.79	41,984.02	10,000.96	48,846.00	6,861.98
6635 Equip Lease/Rental Contra	0.00	346.01	2,125.48	2,125.48	4,045.00	1,919.52
Total Equipment Mainte...	35,697.38	4,054.93	47,181.28	11,483.90	67,491.00	20,309.72
Building Maintenance:						
6305 Water/Sewer Installs	0.00	0.00	13,230.00	13,230.00	0.00	(13,230.00)
6310 Outside O&M Services	98,063.24	801.84	(10,975.99)	(109,039.23)	99,357.00	110,332.99
6315 Water/Sewer Repair	6,374.33	0.00	13,890.00	7,515.67	20,000.00	6,110.00
6320 Laboratory Services	15,560.00	1,833.00	26,308.75	10,748.75	39,600.00	13,291.25
6325 Sludge Hauling	0.00	12,274.50	20,674.50	20,674.50	31,750.00	11,075.50
6350 Refuse Collection	1,712.13	0.00	0.00	(1,712.13)	0.00	0.00



Profit Loss Report - Grouping Report

Period 07/2025

Account Description	July 2025					
	YTD PY 2024	MTD July	YTD 2,025.00	Plus/Minus over Prev. Year	Budget	Uncollected/ Uncommitted
6360 Cleaning Service	2,225.00	475.00	475.00	(1,750.00)	0.00	(475.00)
6370 Building Rent	4,800.00	900.00	7,200.00	2,400.00	7,200.00	0.00
6620 Building Repair/Supply	102,903.73	7,793.39	60,787.66	(42,116.07)	114,080.00	53,292.34
6621 Maintenance & Repair	0.00	6,754.27	119,561.27	119,561.27	124,300.00	4,738.73
6622 Main Line Repairs	0.00	0.00	9,500.00	9,500.00	0.00	(9,500.00)
6640 Customer Installation Sup	33,757.09	525.37	19,929.44	(13,827.65)	37,500.00	17,570.56
6650 Chemicals	24,096.43	1,395.93	3,251.73	(20,844.70)	81,500.00	78,248.27
Total Building Maint...	289,491.95	32,753.30	283,832.36	(5,659.59)	555,287.00	271,454.64
Other Expenses:						
6340 Uniforms/Clothing	6,235.44	557.06	5,612.39	(623.05)	9,850.00	4,237.61
6641 Other Governments	24,717.86	0.00	0.00	(24,717.86)	0.00	0.00
6700 Permits, Fees, & Inspecti	4,971.63	14.05	2,549.05	(2,422.58)	3,165.00	615.95
6810 Postage & Freight	7,996.00	2,247.80	3,996.28	(3,999.72)	2,100.00	(1,896.28)
6820 Office Supplies	3,575.64	708.28	2,684.56	(891.08)	4,010.00	1,325.44
6830 Advertising	460.33	106.36	3,936.92	3,476.59	3,750.00	(186.92)
6840 Travel & Training	22,717.38	1,445.95	14,966.62	(7,750.76)	24,776.00	9,809.38
6885 Fines Errors & Losses	0.00	0.00	160.84	160.84	0.00	(160.84)
6890 Miscellaneous Expenses	0.00	0.00	0.09	0.09	0.00	(0.09)
6891 Contingency	0.00	0.00	0.00	0.00	37,959.00	37,959.00
6899 Prior Year Expense	4,247.03	0.00	0.00	(4,247.03)	0.00	0.00
Total Other Expenses...	74,921.31	5,079.50	33,906.75	(41,014.56)	85,610.00	51,703.25
Easements & Judgements:						
6870 Easements & Landtaking	0.00	0.00	0.00	0.00	40,000.00	40,000.00
6880 Judgements & Claims	0.00	0.00	0.00	0.00	500.00	500.00
Total Easements & Judg...	0.00	0.00	0.00	0.00	40,500.00	40,500.00
Total OPERATING EXPENSE	2,291,510.90	379,048.91	2,672,511.92	381,001.02	4,816,557.00	2,144,045.08
GAIN/LOSS BEFORE DEPRECIATION	(716,945.32)	(347,843.10)	(983,274.06)	(266,328.74)	(109,001.00)	874,273.06
Depreciation Expense:						
6910 Deprec Expense-Water	500,345.14	76,699.60	595,570.02	95,224.88	0.00	(595,570.02)
6920 Deprec Expense-Sewer	388,721.63	55,531.66	388,721.62	(0.01)	0.00	(388,721.62)
Total Depreciation Exp...	889,066.77	132,231.26	984,291.64	95,224.87	0.00	(984,291.64)
OPERATING GAIN/LOSS	(1,606,012.09)	(480,074.36)	(1,967,565.70)	(361,553.61)	(109,001.00)	1,858,564.70

NON-OPERATING REVENUE/EXPENSE

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Profit Loss Report - Grouping Report

July 2025

Account Description	YTD PY 2024	MTD July	YTD 2,025.00	Plus/Minus over Prev. Year	Budget	Uncollected/ Uncommitted
Non-Operating Income:						
4115 Retail Fees-Debt Related	257,676.52	174.90	300,843.96	43,167.44	708,619.00	407,775.04
4300 Restricted Revenue	16,917.73	42.31	293.25	(16,624.48)	0.00	(293.25)
7110 Interest Income	52,056.46	7,008.84	52,711.03	654.57	8,343.00	(44,368.03)
Total Non-Oper Income...	326,650.71	7,226.05	353,848.24	27,197.53	716,962.00	363,113.76
Non-Operating Expense:						
8110 Interest Expense	15,828.27	39,991.64	79,045.84	63,217.57	88,007.00	8,961.16
8111 Least Interest Exp	4,019.83	0.00	3,249.00	(770.83)	0.00	(3,249.00)
8130 Grant Expense	0.00	174.61	284.85	284.85	0.00	(284.85)
8140 Debt Fees	11,871.95	1,000.00	8,724.00	(3,147.95)	14,077.00	5,353.00
Total Non-Operat Expen...	(31,720.05)	(41,166.25)	(91,303.69)	(59,583.64)	(102,084.00)	(10,780.31)
Total NON-OPERATING	294,930.66	(33,940.20)	262,544.55	(32,386.11)	614,878.00	352,333.45
NET GAIN/LOSS BEFORE CONTRIB	294,930.66	(33,940.20)	262,544.55	(32,386.11)	614,878.00	352,333.45
CAPITAL CONTRIBUTIONS						
Grant Revenue:						
9110 Grant & Donation Revenue	365,785.17	136,782.79	996,118.60	630,333.43	0.00	(996,118.60)
Total Grant Revenue...	365,785.17	136,782.79	996,118.60	630,333.43	0.00	(996,118.60)
Contributed Capital:						
Total CAPITAL CONTRIBUTIONS	365,785.17	136,782.79	996,118.60	630,333.43	0.00	(996,118.60)
CHANGE IN NET ASSETS.....	(945,296.26)	(377,231.77)	(708,902.55)	236,393.71	505,877.00	1,214,779.55

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Purchased Water 2024 vs. 2025

as of 7.17.25

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

	2025	
Vcaledonia Payable	\$ (1,267)	
V Avon	\$ (3,950)	
City of Roch Payable	\$ (33,277)	
Tavon Payable	\$ (1,900)	
Village of Lima		
Town of Leicester		

Increase/Decrease
\$ (98)
\$ 916
\$ 1,748
\$ 1,880
\$ 11,305
\$ 14,118
\$

WB

Pd Date	TAVON	Period	Amount
2.1.23		10.25.23-1.29.24	\$ 7,266
5.15.24		02.1.24-04.25.24	\$ 2,963
9.18.24		4.26.24-7.29.24	\$ 2,709
11.6.24		7.30.24-10.30.24	\$ 2,861

WB

Pd Date	TAVON	Period	Amount
2.5.25		11.1.24-1.23.25	\$ 2,335
5.7.25		1.24.25-4.23.25	\$ 2,211

\$ (4,931)
\$ (751)

WA

Pd Date	VAVON	Period	Amount
2.7.24		11.1.23-1.31.24	\$ 5,711
5.15.24		02.01.24-04.30.24	\$ 6,587
8.7.24		5.1.24-7.31.24	\$ 4,971
11.21.24		8.1.24-10.31.24	\$ 6,299

WA

Pd Date	VAVON	Period	Amount
2.5.25		11.4.24-1.31.25	\$ 6,707
5.7.25		2.1.25-4.30.25	\$ 3,734

\$ 996
\$ (2,853)

WC

Pd Date	Vcaledonia	Period	Amount
1.10.24		9.7.23-12.11.23	\$ 968
4.4.24		12.11.23-3.7.24	\$ 1,075
7.16.24		3.8.24-6.6.24	\$ 1,038
10.2.24		6.6.24-9.25.24	\$ 1,045
12.31.24			\$ 308

WC

Pd Date	Vcaledonia	Period	Amount
01.10.25		9.05.24-12.5.24	\$ 959
4.2.25		12.5.24-3.6.25	\$ 979
7.15.25		3.7.25-6.5.25	\$ 1,020

\$ (9)
\$ (96)
\$ (18)

City of Roch
Service Gallons

WR

Pd Date	City of Roch	Period	Amount
1.17.24		12.1.23-12.31.23	\$ 22,025
2.9.24		12.31.23-1.31.24	\$ 26,999
3.20.24		1.31.24-2.23.24	\$ 43,503
4.17.24		2.23.24-3.26.24	\$ 29,877
5.15.24		03.27.24-04.26.24	\$ 34,520
6.18.24		04.26.24-5.30.24	\$ 34,533
7.16.24		5.31.24-6.26.24	\$ 31,419
9.17.24		6.6.24-7.31.24	\$ 41,856
10.2.24		7.31.24-8.31.24	\$ 33,405
11.6.24		8.28.24-9.27.24	\$ 35,830
12.4.24		9.27.24-10.30.24	\$ 41,705
12.18.24		10.30.24-11.26.24	\$ 23,328

WR

Pd Date	City of Roch	Period	Amount
2.5.25	Est	11.26.24-12.30.24	\$ 45,554
2.26.25	Est	12.31.24-1.31.25	\$ 29,125
3.19.25	Actual	1.31.25-2.28.25	\$ 33,195
4.16.25	Actual	2.28.25-3.28.25	\$ 32,796
6.4.25 &			
6.17.25	Actual	3.28.25-5.30.25	\$ 73,685
7.15.25	Actual	5.31.25-6.26.25	\$ 34,023

\$ -
\$ -
\$ (22,025)
\$ 18,555
\$ 29,125
\$ (10,308)
\$ 2,919
\$ (34,520) Billed Late-will see in June
\$ 39,152
\$ 2,604

Expnses for 1/1/24-3/3
after some
in 2025 we

VLima

Pd Date	V Lima	Period	Amount
1.17.24		2023	\$ 5,517
7.3.24	V Lima	1.1.24-5.31.24	\$ 6,159
9.18.24	V Lima	5.21.24-6.22.24	\$ 3,150
12.18.24	V Lima	July-Oct	3952.78
12.31.24	V Lima	November	1177
12.31.24	V Lima	December	\$ 1,400

VLima

Pd Date	V Lima	Period	Amount
1.15.25		12.1.24-12.31.24	\$ 1,214
2.26.25		1.1.25-1.31.25	\$ 1,793
3.19.25		2.1.25-2.28.25	\$ 1,442
5.7.25		3.31.25-3.31.25	\$ 1,603
7.15.25		4.1.25-6.30.25	\$ 4,227

\$ (4,303)
\$ 1,793
\$ 1,442
\$ 1,603
\$ (1,932)

Tleicester (T. York)

Pd Date	Period	Amount
2.7.24	10-1.23-12/31/23	\$ 14,118
4.17.24	1.1.24-3.31.24	\$ 19,173
7.3.24	4.1.24-6.30.24	\$ 15,239
10.2.24	7.1.24-9.30.24	\$ 5,897
12.31.24	10.1.24-12.31.24	\$ 6,022

Tleicester (T. York)

Pd Date	Period	Amount
5.7.25	1.1.25-3.31.25	\$ 4,868
7.15.25	4.1.25-6.30.25	\$ 5,848

\$ -
\$ (14,118)
\$ (19,173)
\$ 4,868
\$ (9,391)

VLeicester

Pd Date	Period	Amount
7.16.24	4/1.24-6/30/24	\$ 9,263
10.16.24	7.1.24-9.30.24	\$ 12,432.00
12.31.24	10.1.24-12.31.24	\$ 11,375.00

VLeicester

Pd Date	Period	Amount
4.16.24	1.1.25-3.31.25	\$ 11,467
7.15.25	4.1.25-6.30.25	\$ 11,361.53

\$ 11,467
\$ 2,099

Over/Under Prev. Year

Over/Under Prev. Year

\$ 269,754

\$ 22,065

Purchased Sewer 2025 vs 2024

**As of
7/16/2025**

Payable

Village of Avon	\$ (3,508.00)
Village of Mt. Morris	\$ (7,558.00)

SA

Pd Date	Period	Amount
2.21.24	11.1.23-1.31.24	9189.46
5.15.24	2.1.24-4.30.24	9148.14
9.4.24	5.1.24-7.31.24	8586
11.6.24	8.1.24-10.31.24	8965.08

SM

Pd Date	Period	Amount
2.21.24	11.1.24-1.31.24	13001
5.15.24	2.1.24-4.30.24	11247
9.4.24	5.1.24-7.31.24	13398.55
11.21.24	8.1.24-10.31.24	16377.99

Payable

Village of Avon	\$ (5,830)	\$ (2,322)
Village of Mt. Morris	\$ (9,004)	\$ (1,446)

SA

Pd Date	Period	Amount	
2.5.25	11.1.24-1.31.25	\$ 9,236	\$ 46
5.7.25	2.1.25-4.30.25	\$ 9,119	\$ (29)

SM

Pd Date	Period	Amount	
2.5.25	11.1.24-1.31.25	\$ 13,133	\$ 132
5.15.25	2.1.25-4.30.25	\$ 12,256	\$ 1,009

\$ 28,910 \$ (2,610)

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Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Capital Expense Overview
From 7/1/2025 through 7/31/2025

(B)

<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>
Clark Patterson Lee*						
	7/2/2025	P31455 - Prof Svs CLPS 03/29/25 - 04/	1600	Work-In-Progress	5,584.00	5509
Transaction Total					5,584.00	
Duke Holzman Photiadis & Ritter LLF						
	7/16/2025	P31455 CLPS 04/01/25 - 04/30/25	1600	Work-In-Progress	255.00	5551
Transaction Total					255.00	
GHD Consulting Services Inc*						
	7/2/2025	P31455 - CLPS Prof Svs 05/25/25 - 06/	1600	Work-In-Progress	4,165.53	5515
Transaction Total					4,165.53	
Kinsley Power Systems*						
	7/16/2025	P31455 - Generators and Transfer Swi	1600	Work-In-Progress	127,718.00	5556
Transaction Total					127,718.00	
Kruk & Campbell*						
	7/2/2025	P31455 - Legal Services 04/01/25 - 06/	1600	Work-In-Progress	305.50	5523
	7/2/2025	P31450 - Legal Services 04/01/25 - 06/	1600	Work-In-Progress	7,332.00	5523
Transaction Total					7,637.50	
Grand Totals...					145,360.03	

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	7/16/2025	Outbound Pump Station Eval 05/24/25	6120	Engineering Services	2,575.00	5548

Transaction Total 2,575.00

Commercial Automotive*

7/2/2025	2024 Ford F250 #113 Plow oil change,	6420	Vehicle Maint/Repair	17.75	5510
7/2/2025	2024 Ford F250 #113 Plow oil change,	6420	Vehicle Maint/Repair	15.24	5510
7/2/2025	2022 RAM 1500 #110 Todd - oil change,	6420	Vehicle Maint/Repair	24.21	5510
7/2/2025	2022 RAM 1500 #110 Todd - oil change,	6420	Vehicle Maint/Repair	20.78	5510

Transaction Total 77.98

Complete Payroll*

7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5010	Wages & Salaries	11,977.75	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5070	Unemployment	141.80	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	6130	Financial Services	136.12	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	6130	Financial Services	116.90	262
7/16/2025	K. Carbone Employer HSA Deposit	5050	Health Insurance	1,721.60	270
7/16/2025	K. Carbone Employer HSA Deposit	5050	Health Insurance	1,478.40	270
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5010	Wages & Salaries	11,731.32	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5010	Wages & Salaries	1,657.59	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5010	Wages & Salaries	8,063.32	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5070	Unemployment	165.13	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5030	FICA	1,055.46	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5020	Overtime	1,016.08	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5020	Overtime	1,545.93	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5020	Overtime	1,327.55	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5030	FICA	744.84	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5030	FICA	639.63	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5030	FICA	131.49	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5010	Wages & Salaries	13,948.12	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5030	FICA	1,229.08	262
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5030	FICA	1,011.20	262
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5020	Overtime	11.65	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5020	Overtime	939.09	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5020	Overtime	654.46	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5020	Overtime	10.00	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5010	Wages & Salaries	9,398.65	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5010	Wages & Salaries	8,070.96	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5010	Wages & Salaries	1,659.29	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5010	Wages & Salaries	11,397.76	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5010	Wages & Salaries	13,595.31	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5010	Wages & Salaries	11,674.78	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5020	Overtime	806.43	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5030	FICA	750.73	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5070	Unemployment	103.74	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5070	Unemployment	89.09	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	6130	Financial Services	79.92	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	6130	Financial Services	68.63	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5030	FICA	995.71	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5030	FICA	1,159.50	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5030	FICA	961.48	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5030	FICA	644.67	267
7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/2	5030	FICA	132.37	267
7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/2	5010	Wages & Salaries	9,389.75	262

Transaction Total 132,433.28

Constellation NewEnergy, Inc*

7/16/2025	06/01/25 - 06/30/25	6210	Electricity	72.74	5549
7/16/2025	06/01/25 - 06/30/25	6210	Electricity	21.89	5549

Transaction Total 94.63

Core and Main LP*

<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>
	7/16/2025	Turtle Rock Apts	6620	Building Supply	1,237.65	5550
	7/2/2025	Software Sensus 06/29/25 - 06/28/26	6140	Computer Services	3,654.33	5511
	7/16/2025	Mainline Valve Risers	6620	Building Supply	516.88	5550
	7/16/2025	Groveland pressure relief gaskets	6620	Building Supply	27.42	5550
Transaction Total					5,436.28	
Corrosion Products & Equipment*						
	7/2/2025	Flow Meters for Springwater	6625	Purchased Equipment	514.00	5512
Transaction Total					514.00	
Cucinotta, Jamie*						
	7/2/2025	Uniform Allowance	6340	Uniforms & Clothing	49.48	5513
	7/2/2025	Uniform Allowance	6340	Uniforms & Clothing	42.48	5513
Transaction Total					91.96	
Elan Financial Services*						
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	22.90	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	843.15	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	981.85	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	14.97	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	134.97	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	8.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	68.96	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6820	Office Supplies	215.96	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6820	Office Supplies	185.44	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	196.37	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	48.54	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	71.97	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	1.60	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	20.94	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6840	Travel & Training	650.00	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	33.47	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	22.26	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	168.63	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6820	Office Supplies	38.66	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6820	Office Supplies	33.19	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	25.94	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	26.67	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	26.00	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	182.28	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	21.55	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6340	Uniforms & Clothing	160.38	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6340	Uniforms & Clothing	186.77	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	23.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6820	Office Supplies	46.19	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	18.49	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6310	Outside O & M Services	14.49	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6310	Outside O & M Services	16.88	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6810	Postage	9.60	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	49.94	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	50.15	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	28.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6310	Outside O & M Services	49.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6820	Office Supplies	53.80	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	91.16	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	-15.07	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	-17.56	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	27.90	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	32.49	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	156.43	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	15.99	274

<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>
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	10.52	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	12.27	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	83.15	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	96.84	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	181.18	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	18.05	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	21.03	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	27.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	7.50	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	40.98	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	26.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6340	Uniforms & Clothing	117.95	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6840	Travel & Training	53.95	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	36.53	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	8.49	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	29.98	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	27.98	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	9.99	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	319.98	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6840	Travel & Training	112.00	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	1.37	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	2.78	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6620	Building Supply	-23.61	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6625	Purchased Equipment	60.78	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	33.00	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6840	Travel & Training	16.14	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6840	Travel & Training	13.86	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6700	Permits/Fees/Inspections	6.05	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6840	Travel & Training	600.00	274
	7/24/2025	06/13/25 - 07/15/25 Five Star Bank CC	6700	Permits/Fees/Inspections	8.00	274

Transaction Total	7,007.98
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Excellus Health Plan-Group*

7/16/2025	08/01/25 - 08/31/25	5050	Health Insurance	7,619.50	5552
7/16/2025	08/01/25 - 08/31/25	5050	Health Insurance	8,872.93	5552
7/16/2025	08/01/25 - 08/31/25	5050	Health Insurance	7,216.17	5552
7/16/2025	08/01/25 - 08/31/25	5050	Health Insurance	596.45	5552
7/16/2025	08/01/25 - 08/31/25	5048	Retiree Health Insurance	855.70	5552
7/16/2025	08/01/25 - 08/31/25	5048	Retiree Health Insurance	734.82	5552
7/16/2025	08/01/25 - 08/31/25	5050	Health Insurance	4,422.88	5552
7/16/2025	08/01/25 - 08/31/25	5050	Health Insurance	3,798.09	5552

Transaction Total	34,116.54
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F.W. Webb*

7/16/2025	Water line parts	6640	Customer Installation Supplie	525.37	5553
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Transaction Total	525.37
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Frontier*

7/2/2025	Entrance Chamber Lakeville 06/22/25-	6230	Telephone	54.46	5514
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Transaction Total	54.46
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GHD Consulting Services Inc*

7/2/2025	SCADA 2025 On Call 05/24/25 - 06/28/	6120	Engineering Services	1,004.45	5515
7/2/2025	SCADA Expansion 05/25/25 - 06/28/25	6120	Engineering Services	6,472.25	5515
7/2/2025	SCADA Expansion 05/25/25 - 06/28/25	6120	Engineering Services	7,081.52	5515
7/2/2025	SCADA 2025 On Call 05/24/25 - 06/28/	6120	Engineering Services	862.56	5515

Transaction Total	15,420.78
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Genesee Lumber Inc*

7/2/2025	Springwater Water Plant	6620	Building Supply	21.68	5516
7/2/2025	Leiceser Chlorine tank	6620	Building Supply	15.17	5516

<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>
	7/2/2025	Sprayer for paving	6625	Purchased Equipment	6.92	5516
	7/2/2025	Sprayer for paving	6625	Purchased Equipment	8.07	5516
	7/2/2025	bungee cords for Asphalt Tarp	6620	Building Supply	7.53	5516
	7/2/2025	bungee cords for Asphalt Tarp	6620	Building Supply	6.45	5516
	7/2/2025	Brushes for Hydrant painters	6620	Building Supply	14.36	5516
	7/2/2025	Gas Can for Springwater plant	6620	Building Supply	29.99	5516
	7/2/2025	Adams Road Pump Station	6620	Building Supply	51.80	5516
	7/2/2025	Livonia Center Station and Stock	6620	Building Supply	52.51	5516
Transaction Total					214.48	
Grainger*	7/2/2025	Lawn Trimmer replacement line	6610	Equipment Repair/Supply	31.56	5517
	7/2/2025	Lawn Trimmer replacement line	6610	Equipment Repair/Supply	27.10	5517
	7/2/2025	Hydrant painting chip brushes	6620	Building Supply	39.88	5517
	7/2/2025	Lakeville Lab, Pump and Electric repair	6620	Building Supply	377.65	5517
	7/2/2025	Lakeville Lab, Pump and Electric repair	6620	Building Supply	137.34	5517
	7/2/2025	Lakeville Lab, Pump and Electric repair	6621	Maint & Repair (Bldg & Prop)	429.20	5517
	7/2/2025	Lake Gate, Lakeville, Springwater supp	6620	Building Supply	67.79	5517
	7/2/2025	Lake Gate, Lakeville, Springwater supp	6621	Maint & Repair (Bldg & Prop)	460.20	5517
	7/2/2025	Lake Gate, Lakeville, Springwater supp	6625	Purchased Equipment	163.36	5517
	7/16/2025	Hemlock Pump Station Exhaust Fan M	6620	Building Supply	151.00	5554
	7/16/2025	Hydrant primer	6620	Building Supply	383.68	5554
	7/16/2025	Hydrant Paint	6620	Building Supply	1,040.04	5554
	7/16/2025	Lakeville Influent Chamber Motor Repa	6621	Maint & Repair (Bldg & Prop)	167.70	5554
Transaction Total					3,476.50	
Heidelberg Materials*	7/2/2025	Blacktop for Restorations	6620	Building Supply	399.35	5518
Transaction Total					399.35	
Holland Company*	7/2/2025	Chemicals Springwater and Groveland	6650	Chemicals	348.98	5519
	7/2/2025	Chemicals Springwater and Groveland	6650	Chemicals	1,046.95	5519
Transaction Total					1,395.93	
Integrated Corporate Health, LLC*	7/2/2025	Wellness Screening	5050	Health Insurance	336.25	5520
	7/2/2025	Wellness Screening	5050	Health Insurance	288.75	5520
	7/16/2025	Health Coaching Services	5050	Health Insurance	193.12	5555
	7/16/2025	Health Coaching Services	5050	Health Insurance	224.88	5555
Transaction Total					1,043.00	
Invoice Cloud*	7/7/2025	6/1/25-6/30/25 Portale Fees	6310	Outside O & M Services	113.14	264
	7/7/2025	6/1/25-6/30/25 Portale Fees	6310	Outside O & M Services	131.76	264
Transaction Total					244.90	
Jackson Welding & Gas Products*	7/2/2025	Cylinder Rental	6620	Building Supply	22.62	5521
	7/2/2025	Cylinder Rental	6620	Building Supply	19.41	5521
Transaction Total					42.03	
Kenyon Digital*	7/2/2025	Website spam filter installation	6140	Computer Services	96.84	5522
	7/2/2025	Website spam filter installation	6140	Computer Services	83.16	5522
Transaction Total					180.00	
Koester Associates, Inc*	7/16/2025	Pump Replacement	6621	Maint & Repair (Bldg & Prop)	1,865.07	5557
Transaction Total					1,865.07	

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Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
Kruk & Campbell*						
	7/2/2025	Legal Services 04/01/25 - 06/30/25	6110	Legal Services	47.00	5523
	7/2/2025	Legal Services 04/01/25 - 06/30/25	6110	Legal Services	1,823.98	5523
	7/2/2025	Legal Services 04/01/25 - 06/30/25	6110	Legal Services	2,124.02	5523
Transaction Total					3,995.00	
LMC Industrial Contractors, Inc*						
	7/16/2025	Lakeville Lab AC Repair	6621	Maint & Repair (Bldg & Prop)	295.00	5558
Transaction Total					295.00	
Layer 3 Technologies*						
	7/2/2025	Verizon 06/24/25-10/22/26 , 7 Plans	6230	Telephone	2,955.00	5524
	7/16/2025	Time Block	1700	Prepaid Expenses	17,250.00	5559
	7/2/2025	Power Cable for Peplink & 2 year Subs	6140	Computer Services	122.43	5524
	7/2/2025	Power Cable for Peplink & 2 year Subs	6140	Computer Services	142.57	5524
	7/2/2025	Verizon Plan 2 Tablets 06/24/25 - 06/23/26	6140	Computer Services	346.50	5524
	7/2/2025	Verizon 06/24/25-10/22/26 , 7 Plans	6230	Telephone	390.00	5524
	7/2/2025	Verizon plan tablet 06/24/25 - 06/23/26	6230	Telephone	201.75	5524
	7/2/2025	Verizon plan tablet 06/24/25 - 06/23/26	6230	Telephone	173.25	5524
	7/2/2025	Verizon Plan 2 Tablets 06/24/25 - 06/23/26	6140	Computer Services	403.50	5524
	7/2/2025	Verizon 06/24/25-10/22/26 , 7 Plans	6230	Telephone	390.00	5524
Transaction Total					22,375.00	
Livingston Co Treasurer*						
	7/2/2025	Retiree Health Insurance 06/01/25 - 06/30/25	5048	Retiree Health Insurance	840.26	5525
	7/2/2025	Retiree Health Insurance 06/01/25 - 06/30/25	5048	Retiree Health Insurance	721.55	5525
Transaction Total					1,561.81	
Molino, Jason*						
	7/2/2025	Cell Phone Allowance 07/01/25 - 07/31/25	6230	Telephone	26.70	5526
	7/2/2025	Cell Phone Allowance 07/01/25 - 07/31/25	6230	Telephone	23.30	5526
Transaction Total					50.00	
Monaghan, Lauren*						
	7/2/2025	Cell Phone Allowance 07/01/25 - 07/31/25	6230	Telephone	26.70	5527
	7/2/2025	Cell Phone Allowance 07/01/25 - 07/31/25	6230	Telephone	23.30	5527
Transaction Total					50.00	
Monroe County Water Authority*						
	7/16/2025	05/30/25 - 06/30/25	6515	Purchased Water MCWA	16,719.31	5560
Transaction Total					16,719.31	
NYS Deferred Compensation Plan*						
	7/4/2025	PR14 (06/15/25 - 06/28/25) PD 07/04/25	2050	Accrued Payroll	1,515.66	263
	7/18/2025	PR15 (06/29/25 - 07/12/25) PD 07/18/25	2050	Accrued Payroll	1,607.34	266
Transaction Total					3,123.00	
NYS Employees Retirement System*						
	7/24/2025	July 2025 Employee Retirement	2050	Accrued Payroll	2,202.41	272
Transaction Total					2,202.41	
NYSEG*						
	7/2/2025	05/09/25 - 06/09/25	6210	Electricity	183.21	5528
	7/2/2025	05/09/25 - 06/09/25	6220	Gas/Heating	53.17	5528
	7/2/2025	05/09/25 - 06/09/25	6220	Gas/Heating	89.40	5528
	7/2/2025	05/09/25 - 06/09/25	6220	Gas/Heating	599.16	5528
	7/2/2025	05/09/25 - 06/09/25	6210	Electricity	1,439.69	5528
	7/2/2025	05/09/25 - 06/09/25	6210	Electricity	739.20	5528
	7/2/2025	05/09/25 - 06/09/25	6210	Electricity	215.54	5528
	7/24/2025	05/09/25 - 06/09/25 ACH	6220	Gas/Heating	373.04	273

<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>
					Transaction Total	3,692.41
National Grid*						
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	9,272.09	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	20.20	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	33.16	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	27.23	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	591.49	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	2,512.59	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	9,263.60	5561
	7/16/2025	05/24/25 - 06/26/25	6210	Electricity	107.63	5561
					Transaction Total	21,827.99
Nexamp*						
	7/2/2025	11/22/24 - 12/26/24 Solar Discounts	6210	Electricity	734.28	5529
	7/2/2025	11/22/24 - 12/26/24 Solar Discounts	6210	Electricity	666.00	5529
	7/2/2025	11/22/24 - 12/26/24 Solar Discounts	6210	Electricity	92.96	5529
					Transaction Total	1,493.24
Pertech Inc*						
	7/16/2025	PVC Connector Tubing	6620	Building Supply	122.00	5562
					Transaction Total	122.00
Piranha Tec Dr LLC*						
	7/16/2025	08/01/25 - 08/31/25	6370	Building Rent	484.20	5563
	7/16/2025	08/01/25 - 08/31/25	6370	Building Rent	415.80	5563
					Transaction Total	900.00
PlanTech*						
	7/2/2025	3350.00	6621	Maint & Repair (Bldg & Prop)	3,350.00	5530
					Transaction Total	3,350.00
Rochester Gas & Electric*						
	7/2/2025	05/16/25 - 06/12/25	6220	Gas/Heating	180.68	5531
	7/2/2025	05/16/25 - 06/12/25	6210	Electricity	63.65	5531
	7/2/2025	05/16/25 - 06/12/25	6210	Electricity	73.61	5531
	7/2/2025	05/16/25 - 06/12/25	6220	Gas/Heating	462.35	5531
					Transaction Total	780.29
SMG - Batavia, LLC*						
	7/16/2025	Town of Leicester - CDBG Application	8130	Grant Expense	174.61	5564
	7/2/2025	Public Hearing TownLivonia CDBG Gr	6830	Advertising	106.36	5532
					Transaction Total	280.97
Selective Insurance Co New York - FI						
	7/2/2025	5289 ELR Policy FLD1526227	6150	Insurance	1,527.00	5533
					Transaction Total	1,527.00
ServiceMaster*						
	7/2/2025	06/01/25 - 06/30/25 plus carpet cleanin	6360	Cleaning Services	255.55	5534
	7/2/2025	06/01/25 - 06/30/25 plus carpet cleanin	6360	Cleaning Services	219.45	5534
					Transaction Total	475.00
Siewert Equipment (T)*						
	7/2/2025	Livonia Center check valve	6620	Building Supply	1,640.98	5535
					Transaction Total	1,640.98
Staples Contract & Commercial*						
	7/2/2025	adding machine paper	6820	Office Supplies	4.99	5536
	7/2/2025	copy paper, file folders	6820	Office Supplies	32.69	5536
	7/16/2025	Paper and office supplies	6820	Office Supplies	34.16	5565

<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>
	7/16/2025	Paper and office supplies	6820	Office Supplies	29.33	5565
	7/2/2025	copy paper, file folders	6820	Office Supplies	28.06	5536
	7/2/2025	adding machine paper	6820	Office Supplies	5.81	5536
	7/2/2025	Computer keyboard - Colleen	6610	Equipment Repair/Supply	16.16	5536
	7/2/2025	Computer keyboard - Colleen	6610	Equipment Repair/Supply	18.83	5536
Transaction Total					170.03	
Toshiba American Business Solution						
	7/2/2025	06/15/25 - 07/15/25	6635	Equipment Lease/Rental Coi	186.16	5537
	7/2/2025	06/15/25 - 07/15/25	6635	Equipment Lease/Rental Coi	159.85	5537
Transaction Total					346.01	
Town of Leicester*						
	7/16/2025	04/01/25 - 06/30/25 Town of York	6510	Purchased Water	2,243.58	5566
	7/16/2025	04/01/25 - 06/30/25 Town of York	6510	Purchased Water	3,604.73	5566
Transaction Total					5,848.31	
USA Blue Book*						
	7/16/2025	Groveland Lab Equipment	6625	Purchased Equipment	1,609.28	5567
	7/2/2025	Curb Box Extensions	6620	Building Supply	303.18	5538
	7/16/2025	Groveland Supplies	6620	Building Supply	127.84	5567
	7/16/2025	Groveland Supply	6620	Building Supply	39.95	5567
Transaction Total					2,080.25	
Udig-NY*						
	7/2/2025	04/01/25 - 06/30/25	6310	Outside O & M Services	95.93	5539
	7/2/2025	04/01/25 - 06/30/25	6310	Outside O & M Services	111.71	5539
Transaction Total					207.64	
Verizon Wireless*						
	7/16/2025	06/02/25 - 07/01/25	6230	Telephone	288.48	5568
	7/16/2025	06/02/25 - 07/01/25	6230	Telephone	335.95	5568
Transaction Total					624.43	
Village of Caledonia*						
	7/16/2025	Middle Road 03/06/25 - 06/05/25	6510	Purchased Water	925.96	5569
	7/16/2025	State Street 03/06/25 - 06/05/25	6510	Purchased Water	94.20	5569
Transaction Total					1,020.16	
Village of Leicester*						
	7/16/2025	04/01/25 - 06/30/25 Cuylerville Rd, Sol	6510	Purchased Water	11,361.53	5570
Transaction Total					11,361.53	
Village of Lima*						
	7/16/2025	Town of Lima Water Charges - June 20	6510	Purchased Water	1,500.32	5571
	7/16/2025	Town of Lima Water Charges - May 20	6510	Purchased Water	1,472.57	5571
	7/16/2025	Town of Lima Water Charges - May 20	6210	Electricity	97.24	5571
	7/16/2025	Town of Lima Water Charges - April 20	6210	Electricity	102.13	5571
	7/16/2025	Town of Lima Water Charges - April 20	6510	Purchased Water	1,254.06	5571
	7/16/2025	Town of Lima Water Charges - June 20	6210	Electricity	116.68	5571
Transaction Total					4,543.00	
Wendel Energy Services LLC*						
	7/2/2025	Space Study 11/01/24-02/28/25	6125	Project Engineering NC	3,280.56	5540
	7/2/2025	Space Study 11/01/24-02/28/25	6125	Project Engineering NC	2,817.14	5540
Transaction Total					6,097.70	

[illegible]


Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Debt Reserve Expense Overview
From 7/1/2025 through 7/31/2025



<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*						
	7/21/2025	Bond SER. 2024 Principal & Interest	2023	2023 BAN	60,000.00	271
	7/15/2025	C8-6449-04-00 Principal & Interest	2020	Current Debt Payable	95,000.00	268
	7/15/2025	D0-17369 Principal	2020	Current Debt Payable	31,725.00	269
	7/15/2025	C8-6449-04-00 Principal & Interest	8110	Interest Exp	8,866.64	268
	7/21/2025	Bond SER. 2024 Principal & Interest	8110	Interest Exp	31,125.00	271
Transaction Total					226,716.64	
Wilmington Trust*						
	7/7/2025	C8-6449-04-01 Trustee Fee	8140	Debt Fees	1,000.00	265
Transaction Total					1,000.00	
Grand Totals...					227,716.64	

LCWSA CAPITAL PROJECTS REPORT	
August 20, 2025	
31131 Countywide Water System Improvements	
Shelly Tank	CPL is working with the contractor for a schedule and to complete all required contract documents. Sitework may start this fall with Tank work in 2026.
SCADA - Water Assets	Design is underway on water assets. Expect to bid in 2025.
31455 Conesus Lake Pump Station Improvements	
	Pre-construction meeting was held in July. The contractor is working on a detailed construction sequencing schedule to be reviewed and approved prior to starting work. SCADA/Control Panel construction has begun and generators have been ordered.
Camp Run EPG	
	The final edits are being completed on engineering report to be submitted to DEC for review and comments.

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: August 5, 2025

Subject: Water Infrastructure Improvement Act (WIIA) – Lakeville and Leicester/Mt. Morris Outbound Pump Station Improvements Projects

1. Action Requested:

Board approval of the following resolutions as they related to Lakeville and Leicester/Mt. Morris Outbound Pump Station Improvements Projects:

- State Environmental Quality Review (SEQR)
- Bond Authorization
- WIIA Grant Submission

2. Background:

Outbound Pump Station Improvement Projects

Currently the Authority has bid, awarded and construction is about to start for the Conesus Lake Pump Station Improvement Project, which includes improvements and upgrades to all 26 sewer pump stations around Conesus Lake. In 2021 the Authority received \$1,250,000 in grant funding from the WIIA program and in 2023 received \$2,500,000 from the Bipartisan Infrastructure Law (BIL) and interest free financing from the Clean Water State Revolving Fund (CWSRF) for the project. Design for the project has started and total project costs are estimated at \$8,750,000.

In total the Authority has 45 sewer pump stations throughout all service areas. The remaining 19 pump stations are of varying sizes, ages, and conditions, and need varying improvements and upgrades. Authority staff and CPL recently completed a field evaluation of the 19 remaining pump stations, and CPL is developed an engineering report outlining the costs of improvements needed. In 2024 the Authority applied for WIIA funding to complete the improvements needed for the outbound pump station but did not receive funding.

The project has since been broken into two separate projects, Lakeville Outbound (13 pump stations) and Leicester/Mt. Morris Outbound (4 pump stations). This was done strategically so that applications could be submitted for the CDBG program and WIIA programs separately. In July 2025 the Authority assisted the Towns of Livonia and Leicester in submitted CDBG applications for the 5 pump stations in Hemlock and 2 pump stations in Leicester. While these applications cover only a portion of the

total improvements needed, they were the only areas that qualified for funding under the CDBG program.

It is recommended that the Authority apply for WIIA funding again for these pump stations, by splitting the project into two applications. This again will increase the opportunity to have all, or a portion, of the pump stations funded.

The evaluations of the pump stations identified needed improvements such as pump and motor replacements, suction pipe replacements, pump house replacements/improvements, wet well improvements, generator replacement/installation and SCADA upgrades. Costs for the Lakeville Outbound station are \$6,500,000 and costs for Leicester/Mt. Morris are estimated at \$2,000,000.

WIIA Program Overview

The Authority has received multiple grants and financing from the WIIA program in recent years. The Lakeville Wastewater Plant Improvements (2017 - \$7.7M), County Wide Water Improvements (2019 - \$3M), the Conesus Lake Pump Station Improvements (2021 - \$1.25M) and Regional Water Supply Project (2022 - \$5M and 2024 - \$14.32) have all included a combination of grants and long-term financing through WIIA's Clean Water or Drinking Water programs.

The 2025 WIIA/IMG grant round is offering \$325 million in grants. This does not include the possibility of receiving additional BIL funding.

WIIA Clean Water Projects (*sewer projects*) provide for grant awards up to the lesser of \$25 million or 25% of net eligible project costs (total eligible project costs less any third-party grants awarded for the project) estimated at time of application. In addition, projects serving small, rural, and disadvantaged communities with a population of 3,500 or less may qualify for an enhanced WIIA award which will fund 50% of net eligible project costs. To qualify for the enhanced WIIA award the community must meet the Environmental Facilities Corporation hardship criteria.

3. Financial Implications:

Outbound Pump Station Improvement Projects

While we are currently evaluating if the Authority would qualify for an enhanced WIIA award, which could provide up to 50% of costs for grant funding due to our small service area, at a minimum the Authority could receive up to \$1,625,000 in grant funding for the Lakeville Outbounds and \$500,000 for the Leicester/Mt. Morris Outbounds. In addition, if Livonia and/or Leicester received CDBG funding, these projects may be split apart further to maximize grant funding from two different programs.

It should be noted that debt service for both projects were included in the 2024 capital plan as realizing approximately \$3,600,000 of potential debt by the year 2028. This additional debt was also

incorporated into the sewer rate and capital fees in future years. We will continue to include these projects and estimated debt service in future years which are part of our capital planning process and budgets.

Grant awards for both programs are expected to be announced in December.

4. Next Steps:

The WIIA grant application deadline is due September 12th. To successfully apply for funding for both projects the following actions need to be taken by the Authority Board:

- i. Declare the Authority Lead Agency and Make a Negative Declaration in accordance with SEQRA for each project;
- ii. Authorize the Bond Authorization for each project;
- iii. Authorize application submission for each project to the WIIA program.



RESOLUTION NO. 2025 - 32

RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY LAKEVILLE OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION

WHEREAS, The Livingston County Water and Sewer Authority (the "LCWSA") has proposed improvements to thirteen (13) sanitary sewer pump stations and the Supervisory Control and Data Acquisition (SCADA) system at outbound sewer pump stations, situated at sites other than on Conesus Lake, across the LCWSA service areas, including replacement of pumps and valves along with miscellaneous building improvements in the Towns of Avon, Livonia, and Conesus (the "Project"), and

WHEREAS, pursuant to the requirements of the State Environmental Quality Review Act ("SEQRA"), the LCWSA must consider pursuant to criteria set for in SEQRA the environmental implications of the Project, and

WHEREAS, the LCWSA Board determined that the Project was a "Type II Action" pursuant to SEQRA, and

WHEREAS, Type II actions are those actions, or classes of actions, which have been found categorically to not have significant adverse impacts on the environment, or actions that have been statutorily exempt from SEQRA review, and Type II actions do not require preparation of an Environmental Assessment Form, a negative or positive declaration, or an Environmental Impact Statement, and

WHEREAS, Type II actions do not require any further SEQRA review, and

WHEREAS, the Board has considered under SEQRA the environmental impact of which will be separately considered, and finds that each of the actions meets the requirement for a Type II action, and

WHEREAS, pursuant to 6 NYCRR Section 617.5 (c), the project is determined to be Type II actions because the involves the following requiring no further review by the LCWSA:

1. 617.5 (c) (1) maintenance or repair involving no substantial changes in an existing structure or facility;
2. 617.5 (c) (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4;
3. 617.5 (c) (11) extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list, and now therefore be it,

RESOLVED, by the Board of the LCWSA that the Project is hereby determined to constitute a SEQRA Type II Action as defined under 6 NYCRR Section 617.5 (c) and does not require an environmental impact statement or any other determination or procedure.

August 20, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2025 – 33

RESOLUTION TO APPROVE A NINETEENTH SUPPLEMENTAL RESOLUTION TO FINANCE CERTAIN SEWER IMPROVEMENTS WITHIN THE LAKEVILLE COLLECTION SYSTEM

WHEREAS, the Livingston County Water and Sewer Authority (the “**Authority**”) intends to undertake a capital improvement project consisting of replacement, repair and installation of certain sanitary sewer pump stations owned, operated and maintained by the Authority at thirteen (13) locations within the Lakeville Collection System situated at sites other than on Conesus Lake at an estimated cost of \$6,500,000 (the “**Project**”); and

WHEREAS, the Authority is a local agency pursuant to the New York State Environmental Quality Review Act (“**SEQRA**”), ECL Section 8-0101, et seq., and implementing regulations, 6 NYCRR Part 617 (the “**Regulations**”); and

WHEREAS, by adoption of Resolution 2025-32 on August 20, 2025, the Authority previously determined that the Project is a Type II Action within the meaning of SEQRA and the Regulations; and

WHEREAS, the Authority intends to finance the costs of the Project with the proceeds of serial bonds or bond anticipation notes to be issued by the Authority;

WHEREAS, the Authority is required by Section 3.2(b) of the Authority’s General Bond Resolution, dated as of January 1, 2008 (the “**General Resolution**”), to adopt a Supplemental Bond Resolution authorizing Additional Indebtedness to be incurred by the Authority; and

WHEREAS, as a condition precedent to incurring such Additional Indebtedness, the Authority intends to adopt the Nineteenth Supplemental Resolution annexed hereto and made a part hereof (the “**Nineteenth Supplemental Resolution**”);

WHEREAS, the Nineteenth Supplemental Resolution shall authorize the issuance of the Authority’s E.F.C. Clean Water Facility Note – 2025A in the par amount of \$6,500,000 (the “**2025A Note**”) and the proceeds of the 2025A Note shall provide new monies to finance the Cost of the Project; and

NOW THEREFORE, it is hereby resolved as follows:

1. The Authority hereby authorizes:
 - a. the form and substance of the Nineteenth Supplemental Resolution,
 - b. the issuance of the 2025A Note pursuant to the terms of the Nineteenth

Supplemental Resolution in the aggregate principal amount not to exceed \$6,500,000,

- c. the sale of the 2025A Note at private sale to the New York State Environmental Facilities Corporation, and
- d. the execution and delivery of all other agreements, certificates and required documents in connection with the issuance of the 2025A Note.

2. The Chairperson, Vice Chairperson, Secretary, Treasurer and Executive Director, are each hereby authorized to deliver and execute in the name and on behalf of the Authority any agreement, certificate, opinion, record or other document required by or authorized pursuant to the General Resolution, the Nineteenth Supplemental Resolution, and this board resolution in connection with the issuance of the 2025A Note, all in substantially the forms as Chairperson, Vice Chairperson, Secretary, Treasurer or Executive Director shall approve. The execution thereof by the Chairperson, Vice Chairperson, Secretary, Treasurer or Executive Director shall constitute conclusive evidence of that approval.

3. This resolution shall take effect immediately.

August 20, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:

Livingston County Water & Sewer Authority Board	<p>This is to Certify that I, the undersigned, Secretary of the Livingston County Water & Sewer Authority, have compared the foregoing copy of resolution with the original resolution now on file in this office and which was duly adopted by the Livingston County Water & Sewer Authority Board on the 20th day of August 2025 and that the same is a true and correct transcript of said resolution and of the whole thereof.</p> <p>In Witness Whereof I have hereunto set my hand and the official seal of the Livingston County Water & Sewer Authority Board, this 20th day of August 2025.</p> <p style="text-align: right;">_____ Sarah Wright, Secretary of the Board</p>
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LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

**NINETEENTH SUPPLEMENTAL
RESOLUTION AUTHORIZING
\$6,500,000 E.F.C. CLEAN WATER FACILITY NOTE – 2025A**

Dated as of August 20, 2025

**NINETEENTH SUPPLEMENTAL RESOLUTION AUTHORIZING
\$6,500,000 E.F.C. CLEAN WATER FACILITY NOTE – 2025A**

Be It Resolved by the Governing Board of the Livingston County Water and Sewer Authority (the “**Authority**”), as follows:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

SECTION 1.01. Nineteenth Supplemental Resolution. This Nineteenth Supplemental Resolution Authorizing a \$6,500,000 E.F.C. Clean Water Facility Note – 2025A is supplemental to the resolution adopted by the Governing Board of the Authority dated as of January 1, 2008, entitled “General Revenue Bond Resolution” (the “**Resolution**”).

SECTION 1.02. Definitions. (a) All terms that are defined in Section 1.5 of the Resolution shall have the same meanings, respectively, in this Nineteenth Supplemental Resolution as such terms are given in said Section 1.5 of the Resolution.

(b) In addition, as used in this Nineteenth Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“2025A Note” shall mean the \$6,500,000 E.F.C Clean Water Facility Note - 2025 authorized pursuant to this resolution the purposes for which are described hereinafter.

“Closing Date” shall mean the date that 2025A Note closes with E.F.C..

“E.F.C.” shall mean the New York State Environmental Facilities Corporation.

“Project” shall mean the Lakeville Outbound Sewer Pump Station Improvement Project, also referred to as E.F.C. Project No. C8-6449-08-00.

“Project Finance Agreement” shall mean the Project Finance Agreement between the Authority and E.F.C relating to the 2025A Note.

“Nineteenth Supplemental Resolution” shall mean this Nineteenth Supplemental Resolution.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include authorities and associations, including public bodies, as well as natural persons, but shall not include the Authority.

(d) The terms “hereby”, “hereof,” “hereto, “herein”, “hereunder”, and any similar

terms, as used in this Nineteenth Supplemental Resolution, refer to the Nineteenth Supplemental Resolution.

SECTION 1.03. Authority for the Nineteenth Supplemental Resolution. This Nineteenth Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF THE 2025A NOTE

SECTION 2.01. Authorization of the 2025A Note, Principal Amounts, Designation and Series. The 2025A Note is hereby authorized to be issued in an aggregate principal amount not to exceed \$6,500,000 and subject to the terms, conditions and limitations established in the Resolution, this Nineteenth Supplemental Resolution and Project Finance Agreement with E.F.C.

SECTION 2.02. Purposes. The purposes for which the proceeds of the 2025A Note are being issued are to provide new monies to pay the Costs of the Project, including the Costs of Issuance of the 2025A Note.

SECTION 2.03. Date of the 2025A Note. The 2025A Note shall be dated the date the 2025A Note closes with the E.F.C.

SECTION 2.04. Maturities and Interest Rates. The 2025A Note shall bear such interest and shall mature as set forth in the Project Finance Agreement.

SECTION 2.05. Place of Payment. The principal of the 2025A Note shall be payable at maturity to E.F.C.

ARTICLE III

APPLICATION OF PROCEEDS OF THE 2025A NOTE

SECTION 3.01. Application of Proceeds and Other Moneys. All proceeds will be deposited into the Project Fund.

ARTICLE IV

FORM AND EXECUTION OF THE 2025A NOTE

SECTION 4.01. Form of the 2025A Note. Subject to the provisions of the Resolution, the 2025A Note in registered form, together with the form of assignment therefor and the Trustee's Certificate of Authentication, shall be in substantially the form set forth in the Project Finance Agreement.

SECTION 4.02. Execution and Authentication of the 2025A Note. Pursuant to the provisions of Section 2.3 of the Resolution, and this Nineteenth Supplemental Resolution either the Chairperson, the Vice Chairperson or the Executive Director of the Authority is hereby authorized and directed to execute, by such person's manual or facsimile signature, the 2025A Note in the name of the Authority and the corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. The Secretary of the Authority is hereby authorized and directed to attest, by manual or facsimile signature, the execution of the 2025A Note. The Trustee is hereby authorized to authenticate, by manual or facsimile signature, the 2025A Note and to deliver the same to or upon the order of the Authority in such amounts and at such times as the Trustee shall be directed in writing by an Authorized Officer.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. State Covenant. In accordance with the provisions of the Act the State has pledged and agreed with the owners of Bonds of the Authority that the State will not alter or limit the rights vested by the Act in the Authority to finance or refinance the acquisition, construction, maintenance, operation, repair, reconstruction, rehabilitation and improvement of facilities and to fulfill the terms of any agreement made with or for the benefit of the holders of bonds of the Authority or with any public corporation or person with reference to such project or part thereof, or in any way impair the rights and remedies of the Authority's bondholders, until the 2025A Note and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully met and discharged. The State has further pledged and agreed with the holders of any bonds issued by the Authority pursuant to the Act that the State will not alter or limit the rights of the Authority to establish and collect rates, rents, fees or other charges to pay expenses in connection with the System.

SECTION 5.02. Authorized Officers. The Chairperson, Vice Chairperson, Secretary, and Treasurer of the Authority, and the Executive Director, are each hereby authorized to deliver and execute in the name and on behalf of the Authority any agreement, certificate, opinion, record or other document required by or authorized pursuant to the Resolution or this Nineteenth Supplemental Resolution in connection with the issuance of the 2025A Note.

SECTION 5.03. When Effective. The Nineteenth Supplemental Resolution shall become effective immediately upon the filing with the Trustee of a copy hereof certified by an Authorized Officer.

WITNESS WHEREOF, LIVINGSTON COUNTY WATER AND SEWER AUTHORITY has caused this resolution to be executed by its Executive Director and its corporate seal to be hereunto affixed, attested by its Secretary, all as of the day and year first above written.

[SEAL]

**LIVINGSTON COUNTY WATER
AND SEWER AUTHORITY**

Attest: _____
Sarah Wright, Secretary

By: _____
Jason Molino, Executive Director



RESOLUTION NO. 2025 - 34

**RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE
LAKEVILLE OUTBOUND SEWER PUMP STATION IMPROVEMENT PROJECT
WHICH INCLUDES REPLACEMENT AND INSTALLATION OF CERTAIN
SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS**

WHEREAS, Livingston County Water and Sewer Authority (the "Authority") has proposed improvements to thirteen (13) sanitary sewer pump stations and the Supervisory Control and Data Acquisition (SCADA) system at outbound sewer pump stations, situated at sites other than on Conesus Lake, across the Authority service areas, including replacement of pumps and valves along with miscellaneous building improvements in the Towns of Avon, Livonia and Conesus, (the "Project"); and

WHEREAS, the Authority is required by Section 3.2(b) of the Authority's General Bond Resolution, dated as of January 1, 2008, has adopted Resolution No. 2024-20 authorizing additional indebtedness to be incurred by the Authority for the Project, and now therefore be it,

RESOLVED, The Authority is authorized to submit the New York State Environmental Facilities Corporation Water Infrastructure Improvement (WIIA) grant application and related documents.

August 20, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES: 0

NAYS: 0



RESOLUTION NO. 2025 - 35

RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY LEICESTER/MT. MORRIS OUTBOUND SEWER PUMP STATION IMPROVEMENTS IN LIVINGSTON COUNTY AS A TYPE II ACTION

WHEREAS, The Livingston County Water and Sewer Authority (the "LCWSA") has proposed improvements to four (4) sanitary sewer pump stations and the Supervisory Control and Data Acquisition (SCADA) system at outbound sewer pump stations, situated at sites other than on Conesus Lake, across the LCWSA service areas, including replacement of pumps and valves along with miscellaneous building improvements in the Towns of Leicester and Mt. Morris (the "Project"), and

WHEREAS, pursuant to the requirements of the State Environmental Quality Review Act ("SEQRA"), the LCWSA must consider pursuant to criteria set for in SEQRA the environmental implications of the Project, and

WHEREAS, the LCWSA Board determined that the Project was a "Type II Action" pursuant to SEQRA, and

WHEREAS, Type II actions are those actions, or classes of actions, which have been found categorically to not have significant adverse impacts on the environment, or actions that have been statutorily exempt from SEQRA review, and Type II actions do not require preparation of an Environmental Assessment Form, a negative or positive declaration, or an Environmental Impact Statement, and

WHEREAS, Type II actions do not require any further SEQRA review, and

WHEREAS, the Board has considered under SEQRA the environmental impact of which will be separately considered, and finds that each of the actions meets the requirement for a Type II action, and

WHEREAS, pursuant to 6 NYCRR Section 617.5 (c), the project is determined to be Type II actions because the involves the following requiring no further review by the LCWSA:

1. 617.5 (c) (1) maintenance or repair involving no substantial changes in an existing structure or facility;
2. 617.5 (c) (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4;
3. 617.5 (c) (11) extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list, and now therefore be it,

RESOLVED, by the Board of the LCWSA that the Project is hereby determined to constitute a SEQRA Type II Action as defined under 6 NYCRR Section 617.5 (c) and does not require an environmental impact statement or any other determination or procedure.

August 20, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2025 – 36

RESOLUTION TO APPROVE AN TWENTIETH SUPPLEMENTAL RESOLUTION TO FINANCE CERTAIN SEWER IMPROVEMENTS WITHIN THE LEICESTER / MT. MORRIS COLLECTION SYSTEM

WHEREAS, the Livingston County Water and Sewer Authority (the “**Authority**”) intends to undertake a capital improvement project consisting of replacement, repair and installation of certain sanitary sewer pump stations owned, operated and maintained by the Authority at four (4) locations within the Leicester/Mt. Morris Collection System at an estimated cost of \$2,000,000 (the “**Project**”); and

WHEREAS, the Authority is a local agency pursuant to the New York State Environmental Quality Review Act (“**SEQRA**”), ECL Section 8-0101, et seq., and implementing regulations, 6 NYCRR Part 617 (the “**Regulations**”); and

WHEREAS, by adoption of Resolution 2025-35 on August 20, 2025, the Authority previously determined that the Project is a Type II Action within the meaning of SEQRA and the Regulations; and

WHEREAS, the Authority intends to finance the costs of the Project with the proceeds of serial bonds or bond anticipation notes to be issued by the Authority;

WHEREAS, the Authority is required by Section 3.2(b) of the Authority’s General Bond Resolution, dated as of January 1, 2008 (the “**General Resolution**”), to adopt a Supplemental Bond Resolution authorizing Additional Indebtedness to be incurred by the Authority; and

WHEREAS, as a condition precedent to incurring such Additional Indebtedness, the Authority intends to adopt the Twentieth Supplemental Resolution annexed hereto and made a part hereof (the “**Twentieth Supplemental Resolution**”);

WHEREAS, the Twentieth Supplemental Resolution shall authorize the issuance of the Authority’s E.F.C. Clean Water Facility Note – 2025B in the par amount of \$2,000,000 (the “**2025B Note**”) and the proceeds of the 2025B Note shall provide new monies to finance the Cost of the Project; and

NOW THEREFORE, it is hereby resolved as follows:

1. The Authority hereby authorizes:
 - a. the form and substance of the Twentieth Supplemental Resolution,
 - b. the issuance of the 2025B Note pursuant to the terms of the Twentieth Supplemental Resolution in the aggregate principal amount not to exceed

\$2,000,000,

- c. the sale of the 2025B Note at private sale to the New York State Environmental Facilities Corporation, and
- d. the execution and delivery of all other agreements, certificates and required documents in connection with the issuance of the 2025B Note.

2. The Chairperson, Vice Chairperson, Secretary, Treasurer and Executive Director, are each hereby authorized to deliver and execute in the name and on behalf of the Authority any agreement, certificate, opinion, record or other document required by or authorized pursuant to the General Resolution, the Twentieth Supplemental Resolution, and this board resolution in connection with the issuance of the 2025B Note, all in substantially the forms as Chairperson, Vice Chairperson, Secretary, Treasurer or Executive Director shall approve. The execution thereof by the Chairperson, Vice Chairperson, Secretary, Treasurer or Executive Director shall constitute conclusive evidence of that approval.

3. This resolution shall take effect immediately.

August 20, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES: 0

NAYS: 0

Livingston County Water & Sewer Authority Board	<p>This is to Certify that I, the undersigned, Secretary of the Livingston County Water & Sewer Authority, have compared the foregoing copy of resolution with the original resolution now on file in this office and which was duly adopted by the Livingston County Water & Sewer Authority Board on the 20th day of August 2025 and that the same is a true and correct transcript of said resolution and of the whole thereof.</p> <p>In Witness Whereof I have hereunto set my hand and the official seal of the Livingston County Water & Sewer Authority Board, this 20th day of August 2025.</p> <p style="text-align: right;">_____ Sarah Wright, Secretary of the Board</p>
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LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

**TWENTIETH SUPPLEMENTAL
RESOLUTION AUTHORIZING
\$2,000,000 E.F.C. CLEAN WATER FACILITY NOTE – 2025B**

Dated as of August 20, 2025

**TWENTIETH SUPPLEMENTAL RESOLUTION AUTHORIZING
\$2,000,000 E.F.C. CLEAN WATER FACILITY NOTE – 2025B**

Be It Resolved by the Governing Board of the Livingston County Water and Sewer Authority (the “**Authority**”), as follows:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

SECTION 1.01. Twentieth Supplemental Resolution. This Twentieth Supplemental Resolution Authorizing a \$2,000,000 E.F.C. Clean Water Facility Note – 2025B is supplemental to the resolution adopted by the Governing Board of the Authority dated as of January 1, 2008, entitled “General Revenue Bond Resolution” (the “**Resolution**”).

SECTION 1.02. Definitions. (a) All terms that are defined in Section 1.5 of the Resolution shall have the same meanings, respectively, in this Twentieth Supplemental Resolution as such terms are given in said Section 1.5 of the Resolution.

(b) In addition, as used in this Twentieth Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“2025B Note” shall mean the \$2,000,000 E.F.C Clean Water Facility Note - 2025 authorized pursuant to this resolution the purposes for which are described hereinafter.

“Closing Date” shall mean the date that 2025B Note closes with E.F.C..

“E.F.C.” shall mean the New York State Environmental Facilities Corporation.

“Project” shall mean the Leicester/Mt. Morris Outbound Sewer Pump Station Improvement Project, also referred to as E.F.C. Project No. C8-6449-09-00.

“Project Finance Agreement” shall mean the Project Finance Agreement between the Authority and E.F.C relating to the 2025B Note.

“Twentieth Supplemental Resolution” shall mean this Twentieth Supplemental Resolution.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include authorities and associations, including public bodies, as well as natural persons, but shall not include the Authority.

(d) The terms “hereby”, “hereof,” “hereto, “herein”, “hereunder”, and any similar

terms, as used in this Twentieth Supplemental Resolution, refer to the Twentieth Supplemental Resolution.

SECTION 1.03. Authority for the Twentieth Supplemental Resolution. This Twentieth Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF THE 2025B NOTE

SECTION 2.01. Authorization of the 2025B Note, Principal Amounts, Designation and Series. The 2025B Note is hereby authorized to be issued in an aggregate principal amount not to exceed \$2,000,000 and subject to the terms, conditions and limitations established in the Resolution, this Twentieth Supplemental Resolution and Project Finance Agreement with E.F.C.

SECTION 2.02. Purposes. The purposes for which the proceeds of the 2025B Note are being issued are to provide new monies to pay the Costs of the Project, including the Costs of Issuance of the 2025B Note.

SECTION 2.03. Date of the 2025B Note. The 2025B Note shall be dated the date the 2025B Note closes with the E.F.C.

SECTION 2.04. Maturities and Interest Rates. The 2025B Note shall bear such interest and shall mature as set forth in the Project Finance Agreement.

SECTION 2.05. Place of Payment. The principal of the 2025B Note shall be payable at maturity to E.F.C.

ARTICLE III

APPLICATION OF PROCEEDS OF THE 2025B NOTE

SECTION 3.01. Application of Proceeds and Other Moneys. All proceeds will be deposited into the Project Fund.

ARTICLE IV

FORM AND EXECUTION OF THE 2025B NOTE

SECTION 4.01. Form of the 2025B Note. Subject to the provisions of the Resolution, the 2025B Note in registered form, together with the form of assignment therefor and the Trustee's Certificate of Authentication, shall be in substantially the form set forth in the Project Finance Agreement.

SECTION 4.02. Execution and Authentication of the 2025B Note. Pursuant to the provisions of Section 2.3 of the Resolution, and this Twentieth Supplemental Resolution either the Chairperson, the Vice Chairperson or the Executive Director of the Authority is hereby authorized and directed to execute, by such person's manual or facsimile signature, the 2025B Note in the name of the Authority and the corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. The Secretary of the Authority is hereby authorized and directed to attest, by manual or facsimile signature, the execution of the 2025B Note. The Trustee is hereby authorized to authenticate, by manual or facsimile signature, the 2025B Note and to deliver the same to or upon the order of the Authority in such amounts and at such times as the Trustee shall be directed in writing by an Authorized Officer.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. State Covenant. In accordance with the provisions of the Act the State has pledged and agreed with the owners of Bonds of the Authority that the State will not alter or limit the rights vested by the Act in the Authority to finance or refinance the acquisition, construction, maintenance, operation, repair, reconstruction, rehabilitation and improvement of facilities and to fulfill the terms of any agreement made with or for the benefit of the holders of bonds of the Authority or with any public corporation or person with reference to such project or part thereof, or in any way impair the rights and remedies of the Authority's bondholders, until the 2025B Note and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully met and discharged. The State has further pledged and agreed with the holders of any bonds issued by the Authority pursuant to the Act that the State will not alter or limit the rights of the Authority to establish and collect rates, rents, fees or other charges to pay expenses in connection with the System.

SECTION 5.02. Authorized Officers. The Chairperson, Vice Chairperson, Secretary, and Treasurer of the Authority, and the Executive Director, are each hereby authorized to deliver and execute in the name and on behalf of the Authority any agreement, certificate, opinion, record or other document required by or authorized pursuant to the Resolution or this Twentieth Supplemental Resolution in connection with the issuance of the 2025B Note.

SECTION 5.03. When Effective. The Twentieth Supplemental Resolution shall become effective immediately upon the filing with the Trustee of a copy hereof certified by an Authorized Officer.

WITNESS WHEREOF, LIVINGSTON COUNTY WATER AND SEWER AUTHORITY has caused this resolution to be executed by its Executive Director and its corporate seal to be hereunto affixed, attested by its Secretary, all as of the day and year first above written.

[SEAL]

**LIVINGSTON COUNTY WATER
AND SEWER AUTHORITY**

Attest: _____
Sarah Wright, Secretary

By: _____
Jason Molino, Executive Director



RESOLUTION NO. 2025 - 37

**RESOLUTION TO APPROVE SUBMITTING AN APPLICATION FOR THE
LEICESTER/MT. MORRIS OUTBOUND SEWER PUMP STATION IMPROVEMENT
PROJECT WHICH INCLUDES REPLACEMENT AND INSTALLATION OF CERTAIN
SANITARY SEWER SYSTEM PUMP STATIONS AND OTHER IMPROVEMENTS**

WHEREAS, Livingston County Water and Sewer Authority (the "Authority") has proposed improvements to four (4) sanitary sewer pump stations and the Supervisory Control and Data Acquisition (SCADA) system at outbound sewer pump stations, situated at sites other than on Conesus Lake, across the Authority service areas, including replacement of pumps and valves along with miscellaneous building improvements in the Towns of Avon, Livonia and Conesus, (the "Project"); and

WHEREAS, the Authority is required by Section 3.2(b) of the Authority's General Bond Resolution, dated as of January 1, 2008, has adopted Resolution No. 2024-20 authorizing additional indebtedness to be incurred by the Authority for the Project, and now therefore be it,

RESOLVED, The Authority is authorized to submit the New York State Environmental Facilities Corporation Water Infrastructure Improvement (WIIA) grant application and related documents.

August 20, 2025

Livingston County Water & Sewer Authority


Moved By:

Seconded By:

AYES: 0

NAYS: 0

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: August 5, 2025

Subject: Groveland Correctional Wastewater Treatment Plant (WWTP)

1. **Action Requested:** Board approval of resolution starting the conveyance process for transferring the Groveland Correctional WWTP from the State of New York (State) to the Livingston County Water and Sewer Authority (Authority).
2. **Background:** In early 2024 the Authority submitted a request for special legislation to the New York State Legislature to authorize the State to convey the Groveland Correctional WWTP to the Authority. In September 2024 the Governor signed into law Chapter law 394 of 2024 providing an opportunity for the Authority to apply to the State for conveyance of the property. There are two beneficial purposes for this request by the Authority: 1) the Authority will be faced with significant capital improvements to our Groveland Station WWTP in the next 5-7 years, and 2) Livingston County has recently assumed ownership of the former Livingston Correctional Facility for redevelopment. By the Authority assuming responsibility and control over the Groveland Correctional WWTP, the Authority could decommission its current Groveland Station WWTP, avoiding capital costs and consolidate sewer treatment at Groveland Correctional WWTP, while supporting future economic development initiatives by Livingston County at the former Livingston Correction Facility.

The Special Legislation was signed into law in September 2024, providing the Authority with a one-year window to make an application to the State to start the conveyance process. The application to be submitted to the State is a resolution approved by the Authority Board signifying its interest in starting the conveyance process. The attached resolution in the agenda is similar to another municipality that has recently gone through the same process to assume control of a State-owned correctional wastewater treatment plant. Adopting the resolution, however, does not commit the Authority to assuming title to the Groveland Correctional WWTP, it simply starts the negotiation process for conveyance within the statutory timeframe provided in the legislation.

It should be noted that earlier this month we received a Consent Order (see attached) for the Groveland Station WWTP for not starting disinfection as part of the treatment process and testing for fecal coliform per our SPDES permit. The possibility of receiving a consent order was discussed with the DEC last year as the Authority expressed concern with investing any significant funding into Groveland Station until the possibility of decommissioning the facility within a few years was played out. The DEC has indicated its support for this approach and the Consent Order requires the Authority to install disinfection treatment and begin fecal coliform sampling at Groveland Station WWTP by May 2028 only if the Authority does not assume title of the Groveland Correctional WWTP.

- 3. Financial Implications:** While it's too early to know the exact impact of decommissioning the Groveland Station WWTP and installing a conveyance system from Groveland Station to Groveland Correctional WWTP, preliminary estimates demonstrate long-term capital and operational cost savings can be achieved by decommissioning Groveland Station WWTP due to its small size and complexity of current treatment process. In addition, the State has budgeted approximately \$5,000,000 for capital improvements to Groveland Correctional WWTP in the upcoming two years which may complement the Authority assuming control of a WWTP that has recently been improved.

In researching other communities that have assumed responsibility and accepted conveyance of WWTP's from State owned correctional facilities, there are a variety of approaches that can be considered for conveyance, which may include but not be limited to working with the State to influence upcoming capital improvements at the WWTP prior to Authority ownership and/or, repayment guarantees from New York State regarding future improvement to the WWTP post Authority ownership.

The first step in determining how/if a transfer of the WWTP is in the best long-term interest of the Authority and its customers is to begin the negotiation process and better understand the State's intentions and flexibility.



RESOLUTION NO. 2025 - 38

**RESOLUTION FOR AN APPLICATION TO THE NEW YORK STATE OFFICE OF
GENERAL SERVICES**

WHEREAS, the State of New York ("State") is the owner of a parcel of property located in the Town of Groveland, County of Livingston, a portion of Tax lot 125.1-1.11, consisting of approximately 20 acres, hereinafter referred to as the "Premises;" and

WHEREAS, the State is authorized to convey its right, title and interest in the Premises to the Livingston County Water and Sewer Authority pursuant Chapter 394 of the Laws of 2024 for the purpose of operating and maintaining a wastewater treatment plant and appurtenant facilities and operations as reasonably may be necessary or desirable in connection therewith and water quality control; and

WHEREAS, in the event the Premises are not accepted and/or used for such purposes, ownership of the land shall revert to the State, and

WHEREAS, it is the desire of the Livingston County Water and Sewer Authority to apply for a transfer and conveyance of the Premises for the aforementioned purposes and subject to the restrictions and reverter condition; and

WHEREAS, the consideration for the transfer and conveyance of the Premises as set forth in the said Chapter 394 is One Dollar (\$1.00), and now therefore be it,

RESOLVED, that the Executive Director is hereby authorized to apply to the State of New York, Office of General Services for the transfer and conveyance of the Premises for the aforementioned purposes pursuant to Chapter 394, and it is further,

RESOLVED, that the Executive Director is authorized to execute all documents necessary to effectuate said use and transfer and conveyance of the Premises and that such documents shall be subject to the review thereof by the Authority Attorney as to form and substance, and it is further,

RESOLVED, that title shall be transferred after such environmental reviews as may be required by the State Environmental Quality Review Act have been completed.

August 20, 2025

Livingston County Water & Sewer Authority


Moved By:

Seconded By:

AYES:

NAYS:

To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: August 7, 2025

Subject: Town of Lima Water District #5

- 1. Action Requested:** Board approval of an agreement with the Town of Lima (Town) regarding the Livingston County Water and Sewer Authority's (Authority) assisting the Town with managing the Town of Lima Water District #5 (Water District #5) design and construction.
- 2. Background:** On July 15th, property owners of the proposed Water District #5 voted and approved the formation of Water District #5. Currently the Town has financing for the project through USDA Rural Development approved and the Town is looking to move forward with the design and construction of the water district. At the August 5th Town Board meeting the Town approved the bond authorization and professional services agreements to start the design and grant administration for the project.

Currently the Authority manages and operates the Town's Water District 1, 2, 3 and 4 through a long-term lease agreement and it is expected that the Authority will manage and operate Water District #5 when constructed. As a result, the Town has requested the assistance of the Authority in supporting the Town with their responsibilities as the owner of the project. The attached intermunicipal agreement (IMA) details the responsibilities of the Authority for supporting the project and is similar to the current agreement the Authority has with the Town of Springwater in managing the Springwater Wastewater Treatment Plant Improvement Project.

- 3. Financial Implications:** There are no direct costs or revenues related to the proposed IMA as the Authority will be providing staff support, primarily with respect to design input and consultant coordination.

INTERMUNICIPAL MUNICIPAL AGREEMENT FOR PROJECT MANAGEMENT
TOWN OF LIMA WATER DISTRICT NO. 5

THIS AGREEMENT is entered into the ____ day of _____, 2025 (the "Effective Date"), by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation (the "Authority"), having an office at 1997 D'Angelo Drive, Lakeville, New York and the Trustees of the **Town of Lima**, a municipal corporation on its own behalf and on behalf of the Town of Lima Water District No. 5 (the "Town"), having an office at 7329 East Main Street, Lima New York

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

WHEREAS, the Town currently owns various water distribution infrastructure within the jurisdictional limits of the Town, including water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements located within the Town of Lima Water Districts No. 1, 2,3 and 4 (the "System"); and

WHEREAS, on or about August 15, 2022, the Town and the Authority entered into a long-term lease agreement (the "Lease Agreement"), wherein the Authority leases, maintains, operates, repairs and replaces the facilities of the System, and provides potable water supply directly to customers served by the System, under the terms and conditions specified in the Lease Agreement; and

WHEREAS, on March 4, 2025, the Lima Town Board adopted Resolution #7 of 2025, forming the Town of Lima Water District No. 5 ("Water District No. 5"), consistent with the Final Map, Plan, and Report dated January 2025 (See Exhibit A), and which such resolution was adopted subject to permissive referendum; and

WHEREAS, on or about April 3, 2025, valid petitions were timely filed to compel a special election/referendum vote regarding Resolution #7 of 2025, and subsequently a special election was duly noticed and held on July 15, 2025, which resulted in the district formation being ratified by the property owners within the proposed district that voted at such special election. Accordingly, the formation of the Water District No. 5 was finalized on July 15, 2025, and the Town Clerk's certification of the affirmative referendum vote was filed in the office of the Livingston County Clerk in Liber 76 of Miscellaneous Records, at page 1167 on July 16, 2025; and

WHEREAS, it is the intention of the Town to undertake a significant capital improvement project to construct additional water distribution infrastructure (the "Project") so as to achieve the goals as determined in the formation process for Water District No. 5; and

WHEREAS, following the completion of the construction of infrastructure contemplated in Water District No. 5, it is the intention of the Town to amend its current Lease Agreement with the Authority to include Water District No. 5, along with the System, so that all Town water infrastructure will be maintained, operated, repaired and replaced by the Authority for purposes of most efficiently providing public water related services to residents within the Town of Lima; and

WHEREAS, the Authority has strong qualifications and staff capacity which would allow it to provide needed project management and oversight assistance with project administration and design and construction of Water District No. 5 improvements (the “Project”). Furthermore, the Project corresponds with the Authority's mission to provide high quality, environmentally sound, efficient, reliable, and affordable water and sewer services to the people who live, work and visit Livingston County; and

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

A. Term: The term of this Agreement shall commence as of the Effective Date and shall end upon Substantial Completion and closeout of the Project. For purposes of this Agreement, “Substantially Complete” or “Substantial Completion” shall mean that all construction and inspection processes related to the Project have been completed, only with the exception of minor punch-list items that are determined through the inspection process, such as but not limited to minor landscaping and restoration and finish items that do not impact the ability of the Project to fully carry-out its intended purpose and fully provide the intended benefit for which the Project was constructed.

B. Services to be provided: The Authority agrees to act as the Project Administrator for the Town and to provide project management for the design and construction phases of the Project. Specific Project Administrator duties and responsibilities for the Project shall include, but not be limited to:

1. The Authority shall assist the Town in procuring necessary professional consultants, including engineers, legal counsel, financial advisors, grant writers, bond counsel and underwriters. It is understood that the Authority shall work collaboratively with the designated Town staff during the selection process of such professional consultants.
2. The Authority shall work closely with the Town staff and the selected consulting engineer(s) and other professionals, to formulate plans and designs, consistent with the improvements needed for the construction and implementation of the Project that are acceptable to the Town, and which when implemented and fully constructed, will achieve the various goals of the Project.
3. The Town shall, with assistance from the Authority, shall award all contracts, including engineering and construction contracts for the Project and the Authority shall serve as the overall Project administrator and carry-out the Project in accordance with the requirements of the funding agencies and this Agreement.
4. The Authority shall assist the Town in the coordination of all aspects of the Project throughout the design, bid, construction, and close out phases of the Project.
5. The Authority will assist the Town in obtaining all project permits, including approvals from the Department of Health or other involved agencies that are required to put the Project into service.
6. The Authority will provide regular updates to the Town Board on a monthly basis, or as otherwise reasonably requested.

7. The Town shall arrange for interim, construction and permanent Project financing, by securing available grants and loans and issuing Notes and Bonds, as necessary to cover Project costs. The Authority shall assist the Town in obtaining financing for the Project as needed.

C. Services Rendered Pursuant to Lease Agreement. The Authority agrees to render the services provided for herein as being incidental to the existing Lease Agreement between the Town and Authority and will provide such services without financial compensation from the Town to the Authority, other than the considerations stated herein and within the Lease Agreement.

D. Events of Default. The occurrence of any of the following events is defined as and declared to be an "Event of Default" under this Agreement:

1. Failure by the Town to fully comply with all requirements, obligations or covenants attributable to the Town as set forth in this Agreement, within the time period established herein.
2. Failure by the Authority to fully comply with all requirements, obligations or covenants attributable to the Authority as set forth in this Agreement, within the time period established herein.
3. The defaulting party shall have a twenty (20) day period to cure ("Cure Period") such Event of Default, with such Cure Period commencing upon receipt by the defaulting party of written notice of default by the non-defaulting party.

E. Termination.

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

F. Insurance.

1. The Authority shall maintain commercial general liability insurance covering its activities under this Agreement in at least the following amounts: \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$4,000,000 excess liability each occurrence (or such greater amount as recommended by the Authority's outside risk manager).
2. The Town shall maintain commercial general liability insurance covering their respective property and activities under this Agreement in at least the following amounts: \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$1,000,000 excess liability each occurrence.
3. Except as the Parties may otherwise agree, the Authority shall add the Town as an additional insured on its general liability policy covering the services performed under this Agreement concerning the Project. The Town shall add the Authority as an additional insured on its general liability policy. The Authority and the Town shall provide each other with certificates of insurance evidencing such coverage on an annual basis during the Term of this Agreement. Such limits shall be reviewed on an annual basis and revised, as necessary, to conform with the reasonable requirements of the Parties based on the advice of their respective outside risk managers.

G. Indemnification.

1. Indemnification by the Authority: The Authority shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless the Town, its elected officials, officers, directors, agents, employees and invitees from any and all liabilities, actions, suits, claims, losses, damages, awards, costs and expenses (including reasonable attorneys' fees and expenses) for the negligent acts, omissions or decisions of the Authority, its officers, directors, agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that such losses are the result of the negligence or willful misconduct of any Town elected official, officer, director, agent, employee or invitee.
2. Indemnification by the Town: The Town shall, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless the Authority, its officers, directors, agents, employees and invitees from any and all liabilities, actions, suits, claims, losses, damages, awards, costs and expenses (including reasonable attorneys' fees and expenses) for the negligent acts, omissions or decisions of the Town, its respective elected officials, officers, directors, agents, employees, invitees, and those under its control, while performing its contractual responsibilities under this Agreement, except to the extent that such losses are the result of the negligence or willful misconduct of any Authority officer, director, agent, employee or invitee.

H. Miscellaneous.

1. Assignment. This Agreement is assignable in whole or in part only with the prior written consent of each of the Parties hereto.
2. Amendment. This Agreement may be amended or modified only by a subsequent written document executed by all Parties hereto.
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Authorization. Each Party hereby represents and warrants to the other that its respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and municipal action to execute this Agreement.
5. Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all previous discussions, representations, understandings, and agreements.
6. Force Majeure. If performance under this Agreement by any of the Parties hereto is prevented or delayed by reason of any acts of God, acts of a public enemy, wars, blockages, insurrection, riots, epidemics, pandemics, or other declarations of public health emergency, quarantine restrictions, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of ruler and peoples, civil disturbances, explosions, strikes, the binding order of any court or government authority which has been resisted in good faith by any reasonable legal means, failure or want of any necessary supplies, utilities or products not within the control of such Party or any other cause beyond the control of the Party affected, and which cannot be overcome by reasonable due diligence, such affected Party shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the period of any such cause.

7. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflicts of laws principles thereof. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in Livingston County, New York or the federal district court having jurisdiction for Livingston County, New York.
8. Severability. If any provision of this Agreement is held to be unenforceable under then current laws, the enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such unenforceable provision, the Parties shall negotiate to add a provision as similar in terms to such unenforceable provision as may be possible.
9. Independent Contractor. The Parties hereto shall each act as independent contractors and nothing herein shall be construed to make any party, or any of their employees, officers, directors or representatives, the agent, employee, partner or servant of any other Party or otherwise as expressly provided herein.
10. Non-Waiver. Failure by any Party at any time to require strict performance of any of the provisions herein shall not waive or diminish a Party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any obligation, term or condition of this Agreement shall not be deemed as any further or continuing waiver of any other term, provision or condition of this Agreement. A Party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized representative of the Party making such waiver.
11. Integration. This Agreement may not be amended or modified except by written agreement, executed by the Parties herein, and no oral statements, representations, or prior written materials pertaining to the subjects set forth herein, not contained within this Agreement, shall have any force or effect except as expressly authorized by this Agreement.

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

TOWN OF LIMA

By: _____
Mike Falk
Town Supervisor

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

By: _____
Jason Molino
Executive Director



RESOLUTION NO. 2025 - 39

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LIMA FOR PROJECT MANAGEMENT AND OVERSIGHT SERVICES

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

WHEREAS, the Town currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements located within the Town of Lima Water Districts No. 1, 2,3 and 4 (the "System"); and

WHEREAS, on or about August 15, 2022 the Town and the Authority entered into a long-term lease agreement (the "Lease Agreement"), wherein the Authority leases, maintains, operates, repairs and replaces the facilities of the System, and provides supply water directly to customers served by the System, under the terms and conditions specified in the Lease Agreement; and

WHEREAS, March 4, 2025 the Lima Town Board adopted Resolution #7 of 2025, forming Water District No. 5, consistent with the Final Map, Plan, and Report dated January 2025 (See Exhibit A), and which such resolution was adopted subject to permissive referendum; and

WHEREAS, certification by the Town of Lima Clerk that valid petitions were timely filed to compel a special election/referendum vote regarding Resolution #7 of 2025 and further certification that a special election was duly noticed and held on July 15, 2025, which resulted in the district formation being ratified by the owners within the district that voted at such special election. Accordingly, the formation of the Town of Lima Water District No. 5 was finalized on July 15, 2025, and that the Town Clerk's certification was filed in the office of the Livingston County Clerk in Liber 76 of Miscellaneous Records, at page 1167 on July 16, 2025; and

WHEREAS, it is the intention of the Town to amend the current Lease Agreement with the Authority to include Town of Lima Water District No. 5, along with the System; and

WHEREAS, the Authority's strong qualifications and staff capacity to provide needed project management and oversight assistance can assist with administering the design and construction of Town of Lima Water District No. 5 (the "Project"). Furthermore, the Project corresponds with the Authority's mission to provide high quality, environmentally sound, efficient, reliable, and affordable water and sewer services to the people who live, work and visit Livingston County, and now therefore be it,

RESOLVED, that the Livingston County Water and Sewer Authority Board hereby authorizes the Executive Director to sign any and all necessary Intermunicipal Agreement documents for Project

Administrator services with the Town of Lima, subject to review and approval by the Authority Attorney.

August 20, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS: