
Agenda

November 19, 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. October 15, 2025 – Regular Meeting
4. Reports
 - a. Financial Report – October 2025
 - b. Operations Report
 - c. Capital Report
 - d. Executive Director’s Report

5. Other Business

- | | |
|---------------------------|--|
| Resolution No.: 2025 - 52 | RESOLUTION TO DESIGNATE \$15,000 IN WATER CAPITAL RESERVE FUNDS FOR THE PURCHASE OF A TRAILER |
| Resolution No.: 2025 - 53 | RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH EDRMAN ANTHONY AND ASSOCIATES INC FOR SURVEY SERVICE AND APPROVING ADJUSTMENTS TO THE 2025 BUDGET |
| Resolution No.: 2025 - 54 | RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN INTERMUNICIPAL AGREEMENTS FOR SHARED SERVICES FOR THE LIVINGSTON/WYOMING WATER LOSS PILOT PROGRAM |
| Resolution No.: 2025 - 55 | RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF LIMA AND TOWN OF LIMA |
| Resolution No.: 2025 - 56 | RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO EXECUTE A WATER SUPPLY AGREEMENT WITH THE VILLAGE OF LIMA |

Resolution No.: 2025 - 57 RESOLUTION TO USE \$65,000 FROM THE WATER CAPITAL RESERVE FUND FOR THE PURCHASE OF WATER METERS AND APPURTENANCES FOR THE SPRINGWATER WATER SYSTEM

Resolution No.: 2025 - 58 RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (LCWSA) REGIONAL WATER SUPPLY PROJECT IN LIVINGSTON COUNTY AS A TYPE I ACTION, ESTABLISHING LEAD AGENCY AND DETERMINING THE SIGNIFICANCE OF SUCH ACTION, AND DIRECTING THAT THE NEGATIVE DECLARATION BE PUBLISHED IN ACCORDANCE WITH SEQRA

6. Adjournment

Next Regular Meeting: Friday, December 19, 2025 @ 10:00 am

Unreviewed Minutes
REGULAR MEETING
October 15, 2025 at 8:00 a.m.
Watershed Education Center (Vitale Park)
Lakeville, NY 14480

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

Others attending: J. Molino (Executive Director), L. Monaghan (Deputy Executive Director), M. Kosakowski (Director of Operations), M. McTarnaghan (Water/Wastewater Maintenance Supervisor), R. Lewis (Principal Accountant), S. Wright (Secretary), and Scott Caccamise (visitor)

Call to Order: 8:00 a.m.

Approval of Agenda:

Motion: M. Falk moved, and S. Beardsley seconded to approve the agenda. Carried unanimously.

Open Public Hearing:

At 8:00 a.m., the public hearing for the proposed 2026 Rate and Fee Schedule.

Motion: T. Saunders moved, and R. White seconded to open the public hearing. Carried unanimously.

Approval of Minutes:

September 17, 2025 - Regular Meeting

Motion: M. Falk moved, and B. Ceci seconded to approve the regular meeting minutes dated September 17, 2025. Carried unanimously.

October 8, 2025 – Audit & Finance Committee Meeting

Motion: R. White moved, and S. Beardsley seconded to approve the committee meeting minutes dated October 8, 2025. Carried unanimously.

Reports:

Financial Report September 2025

R. Lewis reviewed the September 2025 Financial Report.

Motion: S. Beardsley moved, and T. Saunders seconded to approve the September 2025 Financial Report. Carried unanimously.

Operations Report

M. Kosakowski reviewed the Operations Report. Staff completed two valve repairs and a main repair on Bronson Hill Road in addition to all maintenance.

Capital Report

L. Monaghan reviewed the Capital Report.

Executive Director Report

J. Molino reviewed:

- The DEC Commissioner contacted the Town and Village of Mt. Morris asking for comments on the appeal the Authority made for Lead Agent for SEQR for the Regional Project. The municipalities have 10 days from that contact to respond.
- The Authority has submitted a final endorsement for the Engineering Amendment Report from the EFC.
- J. Molino will be meeting with representatives from Cornell University to discuss biosolids solutions which include land applied, landfilled, or incinerate options.

Other Business:

Resolutions:

- 2025-45 RESOLUTION AUTHORIZING THE TREASURER OF THE LIVINGSTON COUNTY WATER & SEWER AUTHORITY TO PREPARE AND TRANSMIT A LIST OF THOSE PROPERTIES WITH UNPAID WATER CHARGES AND UNPAID SEWER CHARGES TO LIVINGSTON COUNTY BOARD OF SUPERVISORS FOR LEVY ON 2026 TAX ROLLS
Motion: R. White moved, and S. Beardsley seconded to approve Resolution 2025-45. Carried unanimously.
- 2025-46 RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN AN OPERATION AND MAINTENANCE AGREEMENT WITH THE CONESUS LAKE COMPACT
Motion: M. White moved, and T. Saunders seconded to approve Resolution 2025-46. Carried unanimously.
- 2025-47 RESOLUTION APPROVING AN OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE TOWN OF LIMA AND LIVINGSTON COUNTY WATER AND SEWER AUTHORITY FOR WATER DISTRICT #5 IN THE TOWN OF LIMA
Motion: R. White moved, and T. Saunders seconded to approve Resolution 2025-47. Carried unanimously.
- 2025-48 RESOLUTION AWARDED A BID FOR GENERATOR MAINTENANCE AND RELATED SERVICES
Motion: M. Falk moved, and R. White seconded to approve Resolution 2025-48. Carried unanimously.

Close Public Hearing:

At 8:48 a.m., S. Beardsley moved, and T. Saunders seconded to close the public hearing for the proposed 2026 Rate and fee schedule.

- 2025-49 RESOLUTION ADOPTING THE 2026 LIVINGSTON COUNTY WATER & SEWER AUTHORITY BUDGET AND CAPITAL PLAN
Motion: B. Ceci moved, and S. Beardsley seconded to approve Resolution 2025-49. Carried unanimously.
- 2025-50 RESOLUTION ADOPTING THE 2026 RATE AND FEE SCHEDULE
Motion: R. White moved, and M. Falk seconded to approve Resolution 2025-50. Carried unanimously.
- 2025-51 RESOLUTION TO USE FUNDS IN THE AMOUNT OF \$150,000 FROM THE OPERATING RESERVE TO HIRE STAFF IN ANTICIPATION OF THE UPCOMING RETIREMENTS
Motion: T. Saunders moved, and M. Falk seconded to approve Resolution 2025-51. Carried unanimously.

Adjournment: 9:12 a.m. *M. McKeown closed the meeting.*

Livingston County Water and Sewer Authority

October 2025

Financial Report

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Disbursements	
Capital	\$989,800.20
Operating	\$437,433.44
Debt	<u>0</u>

Total Disbursements \$1,427,233.64

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October 2025
Revenue & Expenses

REVENUE

2025 Budget Revenue - \$4,707,556

Year to date \$2,934,719

Current Period \$ 33,397

Retail Fees up \$ 129,523

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 11/1/24-7/31/25, next billing November 2025 for 8/1/25-10/31/25

EXPENSES

2025 Budget Expenses - \$4,816,557

Year to Date Expenses \$ 4,099,732 (Approximately 85% of total budget)

Current Period \$ 544,971

Decreases

6110 Legal Services	\$ 28,855	Not a contract year
6190 Other Prof. Serv	\$ 18,883	Grant Writing
6210 Electric	\$ 15,332	About two month behind in billing
6310 Outside Services	\$103,493	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	\$12,659	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	\$13,538	Pd. Town of Livonia (from Compact of Town Restricted Funds)
6899 Prior Year Exp.	\$63,883	Colicino back invoices.

Increases

6120 Engineering Services	\$148,986	GS UV Project converted to operating expenses, SCADA Expansion at Lakeville & Springwater
6125 Project Engineering	\$ 64,086	Camp Run-Grant Funding
6140 Computer Services	\$49,997	Trimble & Ziptility Software, paying subscriptions at one time instead of several times a year. SCADA call outs. New Server
6150 Insurance	\$19,924	Premium increase, T. Springwater
6320 Lab Services	\$16,087	WET testing, T. Springwater
6420 Vehicle Maint.	\$13,537	Deer accident repair-Insurance reimbursed
6510 Purchased Water	\$70,346	See attached sheet. DOCCS Leak. Outside Town of Livonia rate increased .07.
6621 Maint. & Repair	\$217,758	Due to the decreases in 6310 & 6620.
6625 Equipment	\$18,564	PH/ORP Monitor
6325 Sludge Hauling	\$32,832	

Balance Sheet - Grouping
October 2025

CURRENT ASSETS

Cash & Cash Equivalents:

01 Checking - Operating	13,677.94
03 Checking - Reserve	933,613.66
04 Checking - Debt Reserve	1,122,071.25
Total Cash & Cash Equivalents	2,069,362.85

Accounts Receivable:

03.1210	A/R Retail Fees	(24,169.71)
03.1211	A/R Town of Springwater Debt	3,425.57
04.1215	A/R Fees Debt	(5,729.32)
03.1230	Accrued Billing	0.00
04.1230	Accrued Billing	0.00
03.1235	A/R Relevy	302,757.55
04.1235	A/R Debt Relevy	58,951.11
03.1290	Other Receivables	139,920.00
	Total Accounts Receivable	475,155.20

Capital Contributions Receiv

03.1275	Contributions Receivable	14,112.85
03.1380	Contributuons Receivable-LT	60,346.45
03.1382	Cont. Rec.-LT Dairy Knoll	117,154.03
	Total Capital Contributions Re	191,613.33

Inventory:

01.1300	Inventory	47,406.00
	Total Inventory	47,406.00

Prepaid Expenses:

01.1700	Prepaid Expenses	164,414.80
03.1700	Prepaid Exp	0.00
	Total Prepaid Expenses	164,414.80

Funds Held for Others:

02.1100	Checking - Clearing	6,058.92
06.1185	Checking - Funds Held for Othe	1,490.72
	Total Funds Held for Others	7,549.64

Total CURRENT ASSETS 886,138.97

NON-CURRENT ASSETS

Restricted Cash:

05.1160	Checking - Restricted	12,623.46
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	85,280.00
07.1183	2024 BAN On Deposit with Trust	123,343.32
	Total Restricted Cash	614,337.34

Property & Equipment, Net Dep

Date 11/4/2025

Balance Sheet - Grouping NEW

Time 2:34 PM

Balance Sheet - Grouping

Period 10/2025

October 2025

01.1410	Land	151,784.85
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	(542,954.08)
01.1530	Accum Depr: Automotive	(518,576.34)
01.1540	Accum Depr: Tools, Machines	(2,290,441.26)
01.1550	Accum Depr: Water Systems	(6,196,239.63)
01.1560	Accum Depr: Sewer Systems	(13,403,289.49)
01.1570	Accum Depr: Buildings	(3,355,928.41)
01.1580	Accum. Dep-leased Holdings	(127,075.90)
01.1590	Accum Depr Right to Use	(100,190.26)
Total Property & Equipment		41,612,336.50

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Work-In-Progress

01.1600	Work-In-Progress	2,653,484.17
Total Work-In-Progress		2,653,484.17

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 45,823,864.51

TOTAL ASSETS 48,779,366.33

CURRENT LIABILITIES

Accounts Payable

01.2050	Accrued Payroll	(7,983.24)
04.2025	Accrued Interest	0.00
Total Accounts Payable		(7,983.24)

Current Portion Loans Payabl

01.2021	Current Portion-Vlivonia lease	0.03
03.2019	Loan Pay ST-D0-18746	3,667,768.54
04.2020	Current Debt Payable	0.00
04.2022	Cur Port Debt C8-6449-05-00	0.00
07.2023	2023 BAN	0.00
Total Current Portion Loans Pa		3,667,768.57

Fund Held for Others

01.2080	Funds Held for Others	0.00
02.2080	Funds Held For Others	6,000.00
06.2080	Funds Held for others	287.91
02.2085	Billing Owed to other Entity	9.93
Total Funds Held for Others		6,297.84

October 2025

	Total CURRENT LIABILITIES	3,666,083.17
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 System Revenue Notes Pay	14,386,798.13
	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	59,466,525.34
	Total Funds Equity Balance	(10,843,495.10)
	And Equity Balance	(156,336.09)

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Project	Project Name	Expenditures		Budget		Service Area	Funding	Financing			Date Began	End Date
		Expenses	Capitalized	Budget	Balance			Grant/Contributed	Reserve	Debt		
DEBT & REIMBURSABLE PROJECTS												
31131	County Wide WaterSystem Improvements (EFC WIIA)	28,672.79	5,225,644.15	9,750,000	4,495,683.06	WR	DO 18746	\$ 3,000,000	\$ -	\$ 6,750,000	7/12/2019	
31450	Leicester/York Regional Water Project	326,884.60		35,800,000.00		WR	Project 19225					
31455	Conesus Lake PS Improvements (EFC WIIA)	2,032,463.98		8,750,000	6,717,536.02	SL	C8-6449-06-00	\$ 3,750,000	\$ -	\$ 5,000,000	2023	
		2,388,021.37			11,213,219.08							
GENERAL RESERVE PROJECTS												
Reserve Cash for Debt & Reimbursable Projects					\$ -							
31148	SCADA Design (Phase 1)	\$ 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)		2,653,484.17										
		Expenses		Budget								
Studies/ Non Capital Projects												
	SCADA Expansion Lakeville	49,312.31		77,000.00	27,687.69							
	SCADA Expansion Springwater	43,781.75		49,000.00	5,218.25							
Total Studies/Non Capital Projects					32,905.94							
Less Grants					-							
Total General Reserves Projects +												
Total Studies/Non Capital					137,443.14							

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	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est	Est
Cash on hand 1st of each month	\$ 635	\$ 442	\$ 575	\$ 216	\$ 462	\$ 1,115	\$ 1,054	\$ 1,167	\$ 1,330	\$ 998	\$ 972	\$ 1,108	\$ 959	\$ 1,129
<u>Cash Received</u>														
Customer Billing	234.8	712	33.9	471.9	514.6	36.5	466.6	551.7	50.5	480.9	718.5	74.4	500	525
Miscellaneous	1.5	1.6	1.3	0.8	24.4	3.5	63.4	4.1	3.7	18.9	3.1	32.6	3	3
Debt/Project Related														
Billing Services/O & M Services	16.3		13.2	35.7	4.4			16.4		16.4			16.4	
Relevy						320.6								
<u>adj. pre. Month</u>														
BAN/Debt/Grant/Contrib Receipts			162	206.5	494.7		25					25		50
EFC							70.7		136.7	22.5	80.9	1146.5		
Cash Balance before expenditures	\$ 888	\$ 1,156	\$ 786	\$ 931	\$ 1,500	\$ 1,476	\$ 1,679	\$ 1,739	\$ 1,521	\$ 1,537	\$ 1,774	\$ 2,387	\$ 1,479	\$ 1,707
Operating Vouchers	417.1	523.5	533.2	452.3	304	415.5	444.9	373.8	377.9	540.8	584	437.4	350	350
Transfer to Debt/Relevy							53.5							
Project Vouchers	28.5	57	36.7	16.2	80.7	6.8	13.8	35.2	145.3	24.3	82.1	989.8		
<u>Estimated Expenditures</u>														
Utilities														
Operating														
Projects														
Cash Balance after expenditures	\$ 442	\$ 575	\$ 216	\$ 462	\$ 1,115	\$ 1,054	\$ 1,167	\$ 1,330	\$ 998	\$ 972	\$ 1,108	\$ 959	\$ 1,129	\$ 1,357
Reserve Projects in Progress Budget Bal + Equipment to Purchase	360	251	192	192	177	177	177	110	104	104	104	104	104	104
Unallocated Cash Balance	\$ 82	\$ 324	\$ 24	\$ 270	\$ 938	\$ 877	\$ 990	\$ 1,220	\$ 894	\$ 868	\$ 1,004	\$ 855	\$ 1,025	\$ 1,253

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Profit Loss Report - Grouping Report

October 2025

Account Description	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
OPERATING REVENUE:						
Fees:						
4110 Retail Fees	2,196.83	2,354,475.38	2,483,998.49	129,523.11	4,288,969.00	1,804,970.51
4120 Wholesale Fees	96.36	505.89	965.79	459.90	0.00	(965.79)
4125 Wholesale Fees V Caledoni	16,900.96	146,781.30	157,294.39	10,513.09	180,000.00	22,705.61
Total Fees...	19,194.15	2,501,762.57	2,642,258.67	140,496.10	4,468,969.00	1,826,710.33
Permit Fees:						
4200 Permits	6,280.00	119,710.00	138,351.72	18,641.72	55,000.00	(83,351.72)
Total Permit Fees...	6,280.00	119,710.00	138,351.72	18,641.72	55,000.00	(83,351.72)
O&M Services:						
4130 O&M Services	0.00	23,230.00	23,460.00	230.00	23,460.00	0.00
Total O&M Services...	0.00	23,230.00	23,460.00	230.00	23,460.00	0.00
Other Income:						
4140 Late Fees	(34.65)	38,873.14	38,499.11	(374.03)	60,527.00	22,027.89
4145 Fire Service	0.00	0.00	10,320.00	10,320.00	0.00	(10,320.00)
4150 Surcharges	0.00	0.00	1,500.00	1,500.00	0.00	(1,500.00)
4155 Customer Fines	0.00	0.00	3,720.00	3,720.00	0.00	(3,720.00)
4160 Billing Services	0.00	9,375.00	9,875.00	500.00	13,000.00	3,125.00
4410 Miscellaneous Income	7,957.50	24,397.60	66,734.18	42,336.58	86,600.00	19,865.82
4415 Other Governments	0.00	5,000.00	0.00	(5,000.00)	0.00	0.00
Total Other Income...	7,922.85	77,645.74	130,648.29	53,002.55	160,127.00	29,478.71
Total OPERATING REVENUE...	(33,397.00)	(2,722,348.31)	(2,934,718.68)	(212,370.37)	(4,707,556.00)	(1,772,837.32)
OPERATING EXPENSE:						
Wages & Fringes:						
5010 Wages & Salaries	111,711.15	1,010,364.62	1,139,006.04	128,641.42	1,403,284.00	264,277.96
5020 Overtime	5,244.76	30,954.99	46,296.39	15,341.40	55,415.00	9,118.61
5030 FICA	8,830.11	77,574.94	89,732.62	12,157.68	111,590.00	21,857.38
5040 Retirement	0.00	37,560.50	43,252.68	5,692.18	207,084.00	163,831.32
5048 Retiree Health Insurance	4,714.14	37,429.35	39,513.82	2,084.47	45,624.00	6,110.18
5050 Health Insurance	38,671.71	373,112.15	509,944.54	136,832.39	527,554.00	17,609.46
5060 Workman's Comp/Disability	0.00	23,389.07	22,321.00	(1,068.07)	25,275.00	2,954.00
5070 Unemployment	20.43	10,244.33	9,769.17	(475.16)	15,840.00	6,070.83

Profit Loss Report - Grouping Report

October 2025

Account Description	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
Total Wages & Fringes...	169,192.30	1,600,629.95	1,899,836.26	299,206.31	2,391,666.00	491,829.74
Professional Services:						
6110 Legal Services	0.00	39,755.92	10,901.25	(28,854.67)	32,200.00	21,298.75
6120 Engineering Services	28,946.99	16,883.60	165,869.63	148,986.03	90,000.00	(75,869.63)
6125 Project Engineering NC	(3,250.00)	35,752.81	99,839.30	64,086.49	0.00	(99,839.30)
6130 Financial Services	2,510.71	29,316.21	29,157.00	(159.21)	35,700.00	6,543.00
6140 Computer Services	6,752.59	36,620.31	86,617.04	49,996.73	53,310.00	(33,307.04)
6150 Insurance	12,700.00	103,840.95	123,765.05	19,924.10	145,000.00	21,234.95
6190 Other Professional Servic	250.00	21,615.34	2,731.96	(18,883.38)	15,000.00	12,268.04
Total Professional Ser...	47,910.29	283,785.14	518,881.23	235,096.09	371,210.00	(147,671.23)
Utilities:						
6210 Electricity	15,676.26	265,609.75	250,278.19	(15,331.56)	353,227.00	102,948.81
6220 Gas/Heating	2,111.25	19,595.33	23,510.66	3,915.33	31,336.00	7,825.34
6230 Telephone	652.78	16,691.38	20,137.16	3,445.78	21,617.00	1,479.84
Total Utilities...	18,440.29	301,896.46	293,926.01	(7,970.45)	406,180.00	112,253.99
Vehicle Expense:						
6420 Vehicle Mainteance	327.16	19,524.59	33,061.45	13,536.86	24,800.00	(8,261.45)
6430 Gasoline	10,078.29	29,722.02	27,995.15	(1,726.87)	47,351.00	19,355.85
Total Vehicle Expense...	10,405.45	49,246.61	61,056.60	11,809.99	72,151.00	11,094.40
Purchased Water/Sewer:						
6510 Purchased Water	63,369.23	353,154.03	423,500.41	70,346.38	746,462.00	322,961.59
6515 Purchased Water MCWA	16,900.96	122,646.00	142,578.85	19,932.85	0.00	(142,578.85)
6520 Purchased Sewer Treatment	0.00	53,504.50	49,042.40	(4,462.10)	80,000.00	30,957.60
Total Purchased WA/SW...	80,270.19	529,304.53	615,121.66	85,817.13	826,462.00	211,340.34
Equipment Maintenance:						
6610 Equipment Repair/Supply	645.54	5,525.20	9,133.08	3,607.88	14,600.00	5,466.92
6625 Equipment	1,468.49	40,404.28	58,968.14	18,563.86	48,846.00	(10,122.14)
6635 Equip Lease/Rental Contra	346.01	6,600.00	8,163.51	1,563.51	4,045.00	(4,118.51)
Total Equipment Mainte...	2,460.04	52,529.48	76,264.73	23,735.25	67,491.00	(8,773.73)
Building Maintenance:						
6305 Water/Sewer Installs	5,600.00	25,090.00	18,830.00	(6,260.00)	0.00	(18,830.00)
6310 Outside O&M Services	6,679.12	131,341.39	27,848.58	(103,492.81)	99,357.00	71,508.42
6315 Water/Sewer Repair	0.00	7,301.11	13,890.00	6,588.89	20,000.00	6,110.00



Profit Loss Report - Grouping Report

Account Description	October 2025					
	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
6320 Laboratory Services	5,067.00	24,860.00	43,234.87	18,374.87	39,600.00	(3,634.87)
6325 Sludge Hauling	0.00	0.00	32,832.30	32,832.30	31,750.00	(1,082.30)
6350 Refuse Collection	0.00	2,448.61	0.00	(2,448.61)	0.00	0.00
6360 Cleaning Service	0.00	3,200.00	0.00	(3,200.00)	0.00	0.00
6370 Building Rent	900.00	0.00	9,900.00	9,900.00	7,200.00	(2,700.00)
6620 Building Repair/Supply	29,555.33	146,733.57	134,074.33	(12,659.24)	114,080.00	(19,994.33)
6621 Maintenance & Repair	56,298.21	0.00	217,758.17	217,758.17	124,300.00	(93,458.17)
6622 Main Line Repairs	0.00	0.00	9,500.00	9,500.00	0.00	(9,500.00)
6640 Customer Installation Sup	558.40	38,855.64	34,150.10	(4,705.54)	37,500.00	3,349.90
6645 Lateral Repairs	0.00	0.00	8,900.00	8,900.00	0.00	(8,900.00)
6650 Chemicals	1,091.50	24,096.43	31,998.54	7,902.11	81,500.00	49,501.46
Total Building Maint...	105,749.56	403,926.75	582,916.89	178,990.14	555,287.00	(27,629.89)
Other Expenses:						
6340 Uniforms/Clothing	240.83	7,474.18	6,199.67	(1,274.51)	9,850.00	3,650.33
6641 Other Governments	0.00	24,717.86	11,180.26	(13,537.60)	0.00	(11,180.26)
6700 Permits, Fees, & Inspecti	0.00	5,421.63	3,074.05	(2,347.58)	3,165.00	90.95
6810 Postage & Freight	960.57	12,327.53	5,045.64	(7,281.89)	2,100.00	(2,945.64)
6820 Office Supplies	74.51	5,581.45	3,095.68	(2,485.77)	4,010.00	914.32
6830 Advertising	45.14	508.83	4,003.10	3,494.27	3,750.00	(253.10)
6840 Travel & Training	2,158.28	26,361.89	18,969.24	(7,392.65)	24,776.00	5,806.76
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
6895 Prior Year Revenue Return	0.00	11,741.33	0.00	(11,741.33)	0.00	0.00
6899 Prior Year Expense	0.00	63,883.28	0.00	(63,883.28)	0.00	0.00
Total Other Expenses...	3,479.33	158,017.98	51,728.57	(106,289.41)	85,610.00	33,881.43
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	437,907.45	3,379,336.90	4,099,731.95	720,395.05	4,816,557.00	716,825.05
GAIN/LOSS BEFORE DEPRECIATION	(404,510.45)	(656,988.59)	(1,165,013.27)	(508,024.68)	(109,001.00)	1,056,012.27
Depreciation Expense:						
6910 Deprec Expense-Water	(232,041.67)	716,398.23	515,809.92	(200,588.31)	0.00	(515,809.92)

(5)

Profit Loss Report - Grouping Report

October 2025

Account Description	MTD CY	YTD LY	YTD CY	Over/Under Prev. Year	Revised	Uncollected/ Uncommitted
6920 Deprec Expense-Sewer	318,941.73	555,316.61	818,726.67	263,410.06	0.00	(818,726.67)
Total Depreciation Exp...	86,900.06	1,271,714.84	1,334,536.59	62,821.75	0.00	(1,334,536.59)
OPERATING GAIN/LOSS	(491,410.51)	(1,928,703.43)	(2,499,549.86)	(570,846.43)	(109,001.00)	2,390,548.86
NON-OPERATING REVENUE/EXPENSE						
Non-Operating Income:						
4115 Retail Fees-Debt Related	513.07	459,890.66	527,819.15	67,928.49	708,619.00	180,799.85
4300 Restricted Revenue	42.65	17,147.93	418.31	(16,729.62)	0.00	(418.31)
7110 Interest Income	8,035.56	71,957.25	77,824.87	5,867.62	8,343.00	(69,481.87)
Total Non-Oper Income...	8,591.28	548,995.84	606,062.33	57,066.49	716,962.00	110,899.67
Non-Operating Expense:						
8110 Interest Expense	(12,535.71)	95,243.82	76,980.66	(18,263.16)	88,007.00	11,026.34
8111 Least Interest Exp	0.00	4,019.83	3,249.00	(770.83)	0.00	(3,249.00)
8130 Grant Expense	0.00	0.00	284.85	284.85	0.00	(284.85)
8140 Debt Fees	0.00	12,371.95	10,724.00	(1,647.95)	14,077.00	3,353.00
Total Non-Operat Expen...	12,535.71	(111,635.60)	(91,238.51)	20,397.09	(102,084.00)	(10,845.49)
Total NON-OPERATING	21,126.99	437,360.24	514,823.82	77,463.58	614,878.00	100,054.18
NET GAIN/LOSS BEFORE CONTRIB	21,126.99	437,360.24	514,823.82	77,463.58	614,878.00	100,054.18
CAPITAL CONTRIBUTIONS						
Grant Revenue:						
9110 Grant & Donation Revenue	847,551.12	365,785.17	1,947,094.22	1,581,309.05	0.00	(1,947,094.22)
Total Grant Revenue...	847,551.12	365,785.17	1,947,094.22	1,581,309.05	0.00	(1,947,094.22)
Contributed Capital:						
Total CAPITAL CONTRIBUTIONS	847,551.12	365,785.17	1,947,094.22	1,581,309.05	0.00	(1,947,094.22)
CHANGE IN NET ASSETS.....	377,267.60	(1,125,558.02)	(37,631.82)	1,087,926.20	505,877.00	543,508.82

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Purchased Water 2024 vs. 2025

as of 10.31.25

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)

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

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

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

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
8.20.24		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

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

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

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

Over/Under Prev. Year

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			

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
8.4.25		4.24.25-7.29.25	\$ 2,634

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
8.19.25		5.1.25-7.31.25	\$ 3,330

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
10.1.25		6.5.25-9.8.25	\$ 1,174

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
8.20.25	Actual	6.26.25-7.31.25	\$ 44,547
9.17.25	Actual	7.31.25-8.28.25	\$ 36,426
10.27.25	Actual	8.28.25-9.30.25	\$ 40,584

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
8.19.25		7.1.25-7.31.25	\$ 1,738
9.16.25		8.1.25-8.31.25	\$ 1,703
10.27.25		9.1.25-9.30.25	\$ 1,538

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
10.14.25		7.1.25-9.30.25	\$ 6,936

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
10.15.25		7.1.25-9.30.25	\$ 13,136.60

Over/Under Prev. Year

Increase/Decrease

\$	(98)
\$	916
\$	1,748
\$	1,880
\$	11,305
\$	14,118
\$	-

\$	(4,931)
\$	(751)
\$	2,634
\$	(2,709)

\$	996
\$	(2,853)
\$	(1,641)

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

\$	-
\$	-
\$	(22,025)
\$	18,555
\$	29,125
\$	(10,308)
\$	2,919
\$	(34,520) Billed Late-will
\$	39,152
\$	2,604
\$	44,547
\$	(5,430)
\$	7,179

\$	(4,303)
\$	1,793
\$	1,442
\$	1,603
\$	(1,932)
\$	1,738
\$	(1,446)
\$	1,538

\$	-
\$	(14,118)
\$	(19,173)
\$	4,868
\$	(9,391)
\$	1,039

\$	11,467
\$	2,099
\$	705

\$ 423,502

\$ 70,219

Purchased Sewer 2025 vs 2024 **As of**
10/31/2025

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

\$ 78,847.22

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)
8.4.25	5.1.25-7.31.25	\$ 8,962	\$ 8,962
			\$ (8,586)

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
8.4.25	5.1.2-7.31.25	\$ 11,171	\$ 11,171
			\$ (13,399)

\$ 49,042 \$ (4,462)

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Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Capital Expense Overview
From 10/1/2025 through 10/31/2025

(13)

<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*						
	10/1/2025	P31455 - Prof Svs CLPS 07/26/25 - 08/	1600	Work-In-Progress	7,946.01	5740
	10/28/2025	P31450 - 08/23/25 - 09/26/25	1600	Work-In-Progress	592.74	5785
Transaction Total					8,538.75	
Crane Hogan Structural Systems, Inc						
	10/15/2025	P31455 - Pay App 1	1600	Work-In-Progress	801,903.26	5750
Transaction Total					801,903.26	
Duke Holzman Photiadis & Ritter LLF						
	10/15/2025	P31450 - Legal Services 09/01/25 - 09/	1600	Work-In-Progress	462.00	5751
Transaction Total					462.00	
GHD Consulting Services Inc*						
	10/15/2025	P31455 CLPS Prof Svs 08/31/25-09/27	1600	Work-In-Progress	6,487.52	5754
	10/15/2025	P31455 CLPS Prof Svs 08/03/25-08/30	1600	Work-In-Progress	3,566.58	5754
Transaction Total					10,054.10	
Kruk & Campbell*						
	10/15/2025	P31131 - Legal Services 07/01/25 - 09/	1600	Work-In-Progress	2,855.25	5759
	10/15/2025	P31450 - Legal Services 07/01/25 - 09/	1600	Work-In-Progress	7,003.00	5759
Transaction Total					9,858.25	
Motion Ai*						
	10/1/2025	P31455 - Pay App 3 - SCADA Panels	1600	Work-In-Progress	58,139.05	5741
	10/28/2025	P31455 - Pay App 4 - SCADA Panels	1600	Work-In-Progress	94,894.79	5789
Transaction Total					153,033.84	
PlanTech*						
	10/15/2025	P31455 - generator work on 3	1600	Work-In-Progress	5,950.00	5769
Transaction Total					5,950.00	
Grand Totals...					989,800.20	

Most invoices are reimbursed by EFC before we pay them.

Livingston County WSA
Vendor Activity - Cash Disbursements - Board Meeting - Operating Expense Overview
From 10/1/2025 through 10/31/2025

(14)

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
ALS Group USA*						
	10/1/2025	Lakeville samples 08/28/25	6320	Laboratory Services	264.00	5715
	10/15/2025	Water Samples 09/22/25	6320	Laboratory Services	305.00	5742
	10/28/2025	Groveland Samples 10/02/25	6320	Laboratory Services	202.00	5781
	10/28/2025	Lakeville Samples 09/25/25	6320	Laboratory Services	264.00	5781
	10/15/2025	Springwater Samples 09/18/25	6320	Laboratory Services	268.00	5742
	10/15/2025	Lakeville Samples 09/18/25	6320	Laboratory Services	264.00	5742
	10/1/2025	Groveland Samples 09/11/25	6320	Laboratory Services	202.00	5715
	10/1/2025	Lakeville Samples 09/11/25	6320	Laboratory Services	264.00	5715
	10/1/2025	Drinking Water Samples 08/22/25	6320	Laboratory Services	1,795.00	5715
	10/1/2025	Groveland Samples 09/04/25	6320	Laboratory Services	202.00	5715
	10/1/2025	Springwater Samples 09/11/25	6320	Laboratory Services	268.00	5715
	10/1/2025	Lakeville samples 09/04/25	6320	Laboratory Services	264.00	5715
	10/1/2025	Water Samples 09/16/25	6320	Laboratory Services	375.00	5715
Transaction Total					4,937.00	
Absolute Standards, Inc*						
	10/1/2025	Lab	6320	Laboratory Services	90.00	5716
	10/1/2025	Lab	6320	Laboratory Services	40.00	5716
Transaction Total					130.00	
Advanced Rehabilitation Technology						
	10/15/2025	PS Manholes, wet wells	6620	Building Supply	12,563.37	5743
Transaction Total					12,563.37	
Armory Associates LLC*						
	10/28/2025	Professional Services up to 07/31/25	6130	Financial Services	1,143.25	5782
	10/28/2025	Professional Services up to 07/31/25	6130	Financial Services	981.75	5782
Transaction Total					2,125.00	
Ber-National Automation, Inc*						
	10/28/2025	Security Gate Repair	6310	Outside O & M Services	164.09	5783
	10/28/2025	Security Gate Repair	6310	Outside O & M Services	140.91	5783
Transaction Total					305.00	
CSEA Employee Benefit Fund Dental						
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	5050	Health Insurance	272.26	5744
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	5050	Health Insurance	317.04	5744
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	5050	Health Insurance	242.24	5744
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	2050	Accrued Payroll	622.21	5744
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	5050	Health Insurance	164.18	5744
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	5050	Health Insurance	191.19	5744
	10/15/2025	Dental and Vision 11/01/25 - 11/30/25	5050	Health Insurance	33.04	5744
Transaction Total					1,842.16	
CSEA, Inc*						
	10/1/2025	Union Dues 09/12/25, 09/26/25	2050	Accrued Payroll	549.88	5717
Transaction Total					549.88	
Casella Waste Services*						
	10/15/2025	10/01/25 - 10/31/25	6310	Outside O & M Services	149.01	5745
	10/15/2025	10/01/25 - 10/31/25	6310	Outside O & M Services	127.95	5745
Transaction Total					276.96	
Charter Communications*						
	10/15/2025	10/08/25 - 11/07/25 1997 D'Angelo Dr	6140	Computer Services	99.53	5746

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	10/9/2025	8/28-10/31 1st bill on Enterprise Accou	6140	Computer Services	245.04	305
	10/9/2025	8/28-10/31 1st bill on Enterprise Accou	6140	Computer Services	285.35	305
	10/15/2025	10/08/25 - 11/07/25 1997 D'Angelo Dr	6140	Computer Services	85.47	5746
Transaction Total					715.39	
City Treasurer, Rochester, NY*						
	10/28/2025	08/28/25 - 09/30/25	6510	Purchased Water	40,584.17	5784
Transaction Total					40,584.17	
Clark Patterson Lee*						
	10/28/2025	2025 General A/E Services 08/23/25 -0	6120	Engineering Services	586.00	5785
	10/1/2025	Outbound PS Eval 07/26/25-08/22/25	6120	Engineering Services	1,030.00	5718
	10/28/2025	Outbound Pump Station Eval 08/23/25-	6120	Engineering Services	1,030.00	5785
Transaction Total					2,646.00	
Colacino Industries Inc*						
	10/15/2025	Lakeville Plant Generator	6621	Maint & Repair (Bldg & Prop)	652.50	5747
Transaction Total					652.50	
Commercial Automotive*						
	10/15/2025	2021 Chevy Joe B #106 Oil Change Tir	6420	Vehicle Maint/Repair	25.40	5748
	10/15/2025	2018 RAM Lift Truck #102, O2 Sensor,	6420	Vehicle Maint/Repair	125.74	5748
	10/15/2025	2018 RAM Lift Truck #102, O2 Sensor,	6420	Vehicle Maint/Repair	146.43	5748
	10/15/2025	2021 Chevy Joe B #106 Oil Change Tir	6420	Vehicle Maint/Repair	29.59	5748
Transaction Total					327.16	
Complete Payroll*						
	10/10/2025	PR 21 (9.21.25-10.4.25)	5020	Overtime	561.82	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5020	Overtime	482.45	304
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5010	Wages & Salaries	1,659.29	308
	10/10/2025	PR 21 (9.21.25-10.4.25)	5020	Overtime	346.93	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5010	Wages & Salaries	10,621.35	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5010	Wages & Salaries	12,368.59	304
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5020	Overtime	5.82	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5020	Overtime	5.00	308
	10/10/2025	PR 21 (9.21.25-10.4.25)	5010	Wages & Salaries	9,379.08	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5010	Wages & Salaries	8,054.15	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5010	Wages & Salaries	1,659.29	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5010	Wages & Salaries	11,496.05	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5030	FICA	747.80	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5030	FICA	642.14	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	2050	Accrued Payroll	144.28	304
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5010	Wages & Salaries	9,379.36	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5010	Wages & Salaries	8,054.39	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5010	Wages & Salaries	9,313.57	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5010	Wages & Salaries	10,845.66	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5010	Wages & Salaries	12,816.22	308
	10/10/2025	PR 21 (9.21.25-10.4.25)	6130	Financial Services	116.41	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	6130	Financial Services	135.56	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5030	FICA	132.29	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5030	FICA	944.21	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5030	FICA	1,030.91	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5030	FICA	885.28	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5070	Unemployment	10.99	304
	10/10/2025	PR 21 (9.21.25-10.4.25)	5070	Unemployment	9.44	304
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5020	Overtime	825.86	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5020	Overtime	1,623.08	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5020	Overtime	1,393.80	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5030	FICA	853.83	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5050	Health Insurance	3,200.00	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	6130	Financial Services	71.95	308

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	6130	Financial Services	61.79	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5030	FICA	994.29	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5030	FICA	1,087.85	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5030	FICA	132.32	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5030	FICA	748.39	308
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	5030	FICA	642.68	308
Transaction Total					123,484.17	
Constellation NewEnergy, Inc*						
	10/15/2025	09/01/25 - 09/30/25	6210	Electricity	77.62	5749
	10/15/2025	09/01/25 - 09/30/25	6210	Electricity	26.00	5749
Transaction Total					103.62	
Cucinotta, Jamie*						
	10/1/2025	Uniform allowance Jamie C.	6340	Uniforms & Clothing	38.79	5719
	10/1/2025	Uniform allowance Jamie C.	6340	Uniforms & Clothing	45.18	5719
Transaction Total					83.97	
Elan Financial Services*						
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	18.83	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	-179.71	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	42.93	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	36.86	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	152.94	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	-209.29	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	-39.74	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	16.17	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	27.03	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	23.22	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	100.00	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	170.97	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	102.33	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6340	Uniforms & Clothing	19.35	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6340	Uniforms & Clothing	16.61	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	31.17	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	66.71	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	57.28	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	11.56	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	9.92	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	191.24	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	61.55	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	71.68	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	4.73	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	4.05	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	-42.93	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	-36.86	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	111.95	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	96.12	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	133.23	307
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	36.30	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	92.04	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	495.00	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	30.48	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	26.16	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	12.00	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	37.66	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	45.30	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6621	Maint & Repair (Bldg & Prop)	90.72	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6340	Uniforms & Clothing	57.96	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	61.55	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6310	Outside O & M Services	17.03	306



Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6340	Uniforms & Clothing	29.07	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6310	Outside O & M Services	14.61	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	11.71	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	10.05	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6810	Postage	117.18	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	124.98	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	24.96	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	119.00	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	24.94	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	802.82	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	12.35	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	10.60	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6810	Postage	518.86	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6810	Postage	254.81	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6810	Postage	69.72	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	29.06	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	83.62	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6340	Uniforms & Clothing	33.87	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	75.87	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6610	Equipment Repair/Supply	88.37	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6625	Purchased Equipment	94.99	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6840	Travel & Training	495.00	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	2050	Accrued Payroll	262.47	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	10.60	306
	10/20/2025	09/16/25-10/15/25 Five Star Bank CC	6620	Building Supply	12.36	306

Transaction Total 5,403.97

Excellus Health Plan-Group*

10/15/2025	11/01/25 - 11/30/25	5048	Retiree Health Insurance	734.82	5752
10/15/2025	11/01/25 - 11/30/25	5048	Retiree Health Insurance	855.70	5752
10/15/2025	11/01/25 - 11/30/25	5050	Health Insurance	6,884.69	5752
10/15/2025	11/01/25 - 11/30/25	5050	Health Insurance	8,017.23	5752
10/15/2025	11/01/25 - 11/30/25	5050	Health Insurance	8,011.42	5752
10/15/2025	11/01/25 - 11/30/25	5050	Health Insurance	596.45	5752
10/15/2025	11/01/25 - 11/30/25	5050	Health Insurance	3,798.09	5752
10/15/2025	11/01/25 - 11/30/25	5050	Health Insurance	4,422.88	5752

Transaction Total 33,321.28

Fineline Pipeline, Inc*

10/1/2025	Sewer Lateral 6045 Millard Ave	6305	Water/Sewer Installs	5,600.00	5720
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Transaction Total 5,600.00

Frey Municipal Software*

10/15/2025	Cubic Token added	6140	Computer Services	776.76	5753
10/15/2025	Cubic Token added	6140	Computer Services	667.04	5753

*new Groveland
WD#1 customers*

Transaction Total 1,443.80

GHD Consulting Services Inc*

10/1/2025	SCADA Expansion 08/31/25-09/27/25	6120	Engineering Services	226.75	5721
10/1/2025	SCADA Expansion 08/31/25-09/27/25	6120	Engineering Services	17,654.24	5721

Transaction Total 17,880.99

Genesee Lumber Inc*

10/1/2025	Truck tools and supplies	6625	Purchased Equipment	6.73	5722
10/1/2025	Truck tools and supplies	6610	Equipment Repair/Supply	15.60	5722
10/1/2025	Truck tools and supplies	6610	Equipment Repair/Supply	13.39	5722
10/1/2025	Adams Rd Sewer	6620	Building Supply	54.16	5722
10/1/2025	Truck tools and supplies	6625	Purchased Equipment	7.85	5722
10/1/2025	5E Chlorine station parts	6620	Building Supply	34.33	5722
10/1/2025	Lakeville Grinder cut off wheels	6620	Building Supply	11.98	5722
10/1/2025	Lakeville Torch Gas	6620	Building Supply	16.99	5722

<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	10/1/2025	Lakeville Plant	6620	Building Supply	9.99	5722
	10/1/2025	Dacula Shores Manhole	6620	Building Supply	31.98	5722
	10/1/2025	Sludge Hoppers - number decals	6620	Building Supply	10.72	5722
Transaction Total					213.72	
Grainger*						
	10/15/2025	WWTP Pressure Washer	6610	Equipment Repair/Supply	23.60	5755
	10/28/2025	Ladder	6625	Purchased Equipment	108.41	5786
	10/28/2025	Ladder	6625	Purchased Equipment	93.09	5786
	10/28/2025	Paper Towels, Toilet Paper	6620	Building Supply	186.98	5786
	10/28/2025	Paper Towels, Toilet Paper	6620	Building Supply	160.56	5786
	10/1/2025	Lakeville Biotower Repair	6621	Maint & Repair (Bldg & Prop)	55.01	5723
	10/1/2025	Paper Towels	6620	Building Supply	112.32	5723
	10/1/2025	Paper Towels	6620	Building Supply	130.80	5723
	10/28/2025	Chlorine Analyzer Reagents	6620	Building Supply	3,866.80	5786
	10/15/2025	Biotower hour meter	6621	Maint & Repair (Bldg & Prop)	60.68	5755
Transaction Total					4,798.25	
Hach Company*						
	10/1/2025	Battery Returned	6625	Purchased Equipment	-239.36	5724
	10/1/2025	Battery and Charger	6625	Purchased Equipment	620.40	5724
	10/1/2025	Battery Charger	6625	Purchased Equipment	381.04	5724
	10/1/2025	Battery Charger returned	6625	Purchased Equipment	-381.04	5724
Transaction Total					381.04	
Heidelberg Materials*						
	10/15/2025	Crusher Run	6620	Building Supply	104.94	5756
	10/15/2025	Crusher Run	6620	Building Supply	122.21	5756
Transaction Total					227.15	
Integrated Corporate Health, LLC*						
	10/15/2025	Health Coaching Services 09/01/25 - 0	5050	Health Insurance	128.58	5757
	10/1/2025	Health Coaching Services 08/01/25-08,	5050	Health Insurance	1,054.28	5725
	10/1/2025	Health Coaching Services 08/01/25-08,	5050	Health Insurance	1,227.72	5725
	10/15/2025	Health Coaching Services 09/01/25 - 0	5050	Health Insurance	110.42	5757
Transaction Total					2,521.00	
Invoice Cloud*						
	10/6/2025	Bill Portale Fees	6310	Outside O & M Services	127.05	302
	10/6/2025	Bill Portale Fees	6310	Outside O & M Services	147.95	302
Transaction Total					275.00	
Jackson Welding & Gas Products*						
	10/15/2025	Cylinder Rental	6620	Building Supply	22.61	5758
	10/15/2025	Cylinder Rental	6620	Building Supply	19.42	5758
Transaction Total					42.03	
Kruk & Campbell*						
	10/15/2025	Legal Services 07/01/25 - 09/30/25	6120	Engineering Services	1,755.12	5759
	10/15/2025	Legal Services 07/01/25 - 09/30/25	6120	Engineering Services	3,414.88	5759
Transaction Total					5,170.00	
LMC Industrial Contractors, Inc*						
	10/15/2025	RPZ Test Hydrant meter 243584	6310	Outside O & M Services	150.00	5760
Transaction Total					150.00	
LandPro*						
	10/15/2025	Filler Cap for Walk behind Saw	6610	Equipment Repair/Supply	6.23	5761
	10/15/2025	Filler Cap for Walk behind Saw	6610	Equipment Repair/Supply	7.26	5761
Transaction Total					13.49	

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
Layer 3 Technologies*						
	10/28/2025	5G Router	6140	Computer Services	456.60	5787
	10/28/2025	Main Server	6140	Computer Services	320.17	5787
	10/28/2025	Main Server	6140	Computer Services	372.83	5787
	10/1/2025	Microsoft 365, Monitoring 11/15/25-11/15/25	6140	Computer Services	1,009.87	5726
	10/1/2025	Microsoft 365, Monitoring 11/15/25-11/15/25	6140	Computer Services	867.21	5726
	10/1/2025	Microsoft 365, Monitoring 11/15/25-11/15/25	1700	Prepaid Expenses	9,811.92	5726
	10/1/2025	Verizon Shelly Road	6230	Telephone	12.00	5726
	10/28/2025	5G Router	6140	Computer Services	531.72	5787
Transaction Total					13,382.32	
Livingston Co Treasurer*						
	10/1/2025	Retiree Health Insurance 09/01/25 - 09/01/25	5048	Retiree Health Insurance	840.26	5727
	10/28/2025	Retiree Health Insurance 10/01/25 - 10/01/25	5048	Retiree Health Insurance	721.55	5788
	10/1/2025	Retiree Health Insurance 09/01/25 - 09/01/25	5048	Retiree Health Insurance	721.55	5727
	10/28/2025	Retiree Health Insurance 10/01/25 - 10/01/25	5048	Retiree Health Insurance	840.26	5788
Transaction Total					3,123.62	
Livonia Central School*						
	10/17/2025	Land purchase-Shelly Rd. (new tank sit	1410	Land	1,500.00	5780
Transaction Total					1,500.00	
McCarron, Terry*						
	10/15/2025	Shelly Rd Tank Site	6190	Other Professional Services	250.00	5762
Transaction Total					250.00	
Molino, Jason*						
	10/1/2025	Cell Phone allowance 10/01/25-10/31/25	6230	Telephone	26.70	5728
	10/1/2025	NYSAC Conference 09/08/25 mileage,	6840	Travel & Training	64.21	5728
	10/1/2025	Cell Phone allowance 10/01/25-10/31/25	6230	Telephone	23.30	5728
	10/1/2025	NYSAC Conference 09/08/25 mileage,	6840	Travel & Training	74.79	5728
Transaction Total					189.00	
Monaghan, Lauren*						
	10/1/2025	Cell Phone Allowance 10/01/25-10/31/25	6230	Telephone	23.30	5729
	10/1/2025	Cell Phone Allowance 10/01/25-10/31/25	6230	Telephone	26.70	5729
Transaction Total					50.00	
Monroe County Water Authority*						
	10/15/2025	08/29/25 - 09/30/25	6515	Purchased Water MCWA	16,900.96	5763
Transaction Total					16,900.96	
NYS Deferred Compensation Plan*						
	10/24/2025	PR22 (10.05.25-10.18.25) PD 10.24.25	2050	Accrued Payroll	1,335.66	309
	10/10/2025	PR 21 (09.21.25-10.04.25) PD 10.10.25	2050	Accrued Payroll	1,370.93	303
Transaction Total					2,706.59	
NYS Employees Retirement System*						
	10/29/2025	October 2025 Employees Retirement	2050	Accrued Payroll	1,668.41	312
Transaction Total					1,668.41	
NYSEG*						
	10/15/2025	08/09/25 - 09/08/25	6220	Gas/Heating	63.81	5764
	10/15/2025	08/09/25 - 09/08/25	6210	Electricity	68.92	5764
	10/15/2025	08/09/25 - 09/08/25	6210	Electricity	36.05	5764
	10/1/2025	08/09/25 - 09/08/25	6220	Gas/Heating	35.45	5730
	10/1/2025	08/09/25 - 09/08/25	6220	Gas/Heating	422.39	5730
	10/1/2025	08/09/25 - 09/08/25	6210	Electricity	565.90	5730
	10/1/2025	08/09/25 - 09/08/25	6210	Electricity	234.07	5730
	10/1/2025	08/09/25 - 09/08/25	6210	Electricity	77.11	5730
	10/1/2025	08/09/25 - 09/08/25	6220	Gas/Heating	74.33	5730

Vendor Name	Date Paid	Transaction Description	GL Code	Account Description	Expenses	Check #
	10/15/2025	08/09/25 - 09/08/25	6220	Gas/Heating	116.91	5764
	10/1/2025	08/09/25 - 09/08/25	6210	Electricity	73.89	5730
	10/28/2025	08/09/25-09/08/25	6210	Electricity	11.89	311
	10/28/2025	08/09/25-09/08/25	6210	Electricity	0.54	311
Transaction Total					1,781.26	
National Grid*	10/15/2025	09/01/25 - 09/30/25	6210	Electricity	2,228.82	5765
	10/15/2025	09/01/25 - 09/30/25	6210	Electricity	471.30	5765
	10/15/2025	09/01/25 - 09/30/25	6210	Electricity	570.53	5765
Transaction Total					3,270.65	
Nexamp*	10/15/2025	07/29/25 - 08/26/25	6210	Electricity	5,544.18	5766
	10/15/2025	07/29/25 - 08/26/25	6210	Electricity	313.27	5766
	10/15/2025	07/29/25 - 08/26/25	6210	Electricity	5,082.28	5766
Transaction Total					10,939.73	
PVS Nolwood Chemicals, Inc*						
	10/28/2025	Chemicals	6650	Chemicals	1,091.50	5790
Transaction Total					1,091.50	
Piranha Tec Dr LLC*						
	10/15/2025	11/01/25 - 11/30/25	6370	Building Rent	415.80	5767
	10/15/2025	11/01/25 - 11/30/25	6370	Building Rent	484.20	5767
Transaction Total					900.00	
Pittsburg Tank & Tower Maintenance						
	10/15/2025	ARS and Hemlock Tank Inspections	6310	Outside O & M Services	5,000.00	5768
Transaction Total					5,000.00	
PlanTech*						
	10/1/2025	Adams Road Vent Wet Well	6620	Building Supply	250.00	5731
Transaction Total					250.00	
Rochester Gas & Electric*						
	10/1/2025	08/14/25 - 09/15/25	6220	Gas/Heating	12.37	5732
	10/1/2025	08/14/25 - 09/15/25	6220	Gas/Heating	329.79	5732
	10/1/2025	08/14/25 - 09/15/25	6210	Electricity	121.54	5732
	10/1/2025	08/14/25 - 09/15/25	6210	Electricity	47.98	5732
	10/1/2025	08/14/25 - 09/15/25	6220	Gas/Heating	1,023.86	5732
	10/1/2025	08/14/25 - 09/15/25	6220	Gas/Heating	32.34	5732
Transaction Total					1,567.88	
SMG - Batavia, LLC*						
	10/1/2025	Public Hearing, Fee and Rate Schedule	6830	Advertising	20.85	5733
	10/1/2025	Public Hearing, Fee and Rate Schedule	6830	Advertising	24.29	5733
Transaction Total					45.14	
Safety Kleen Systems, Inc*						
	10/15/2025	Parts Washer	6620	Building Supply	129.08	5770
	10/15/2025	Parts Washer	6620	Building Supply	150.31	5770
Transaction Total					279.39	
ServiceMaster*						
	10/1/2025	09/01/25 - 09/30/25	6310	Outside O & M Services	201.75	5734
	10/1/2025	09/01/25 - 09/30/25	6310	Outside O & M Services	173.25	5734
Transaction Total					375.00	
Siewert Equipment (T)*						
	10/15/2025	Hemlock Pump Station Repair	6621	Maint & Repair (Bldg & Prop)	55,394.00	5771

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
Transaction Total					55,394.00	
Siewert Equipment Company*						
	10/15/2025	Springwater Filtration Plant	6620	Building Supply	506.44	5772
Transaction Total					506.44	
Staples Contract & Commercial*						
	10/15/2025	Pens, paper, tape, envelopes	6820	Office Supplies	40.09	5773
	10/15/2025	Pens, paper, tape, envelopes	6820	Office Supplies	34.42	5773
Transaction Total					74.51	
Ti-Sales Inc*						
	10/1/2025	Ranger Antenna Adapter	6640	Customer Installation Supplie	50.28	5735
	10/1/2025	Ranger antenna mount, power cord	6640	Customer Installation Supplie	508.12	5735
Transaction Total					558.40	
Tolls by Mail*						
	10/28/2025	Saratoga Training - Jeff Utegg	6840	Travel & Training	5.00	5791
	10/1/2025	Saratoga Training - Jeff Utegg	6840	Travel & Training	15.85	5736
	10/15/2025	Tolls - Lauren Water Meeting	6840	Travel & Training	4.52	5774
	10/1/2025	Saratoga Training - Jeff Utegg	6840	Travel & Training	13.61	5736
Transaction Total					38.98	
Toshiba American Business Solution						
	10/1/2025	09/15/25 - 10/15/25	6635	Equipment Lease/Rental Coi	186.16	5737
	10/1/2025	09/15/25 - 10/15/25	6635	Equipment Lease/Rental Coi	159.85	5737
Transaction Total					346.01	
Town of Leicester*						
	10/15/2025	07/01/25 - 09/30/25 Town of York	6510	Purchased Water	3,982.16	5775
	10/15/2025	07/01/25 - 09/30/25 Town of York	6510	Purchased Water	2,953.80	5775
Transaction Total					6,935.96	
Town of Livonia - Highway Dept*						
	10/28/2025	Fuel 07/01/25 - 09/30/25	6430	Gasoline	4,656.17	5792
	10/28/2025	Fuel 07/01/25 - 09/30/25	6430	Gasoline	5,422.12	5792
Transaction Total					10,078.29	
Trojan Technologies Corp*						
	10/1/2025	UV Bulbs	6620	Building Supply	10,328.70	5738
Transaction Total					10,328.70	
USA Blue Book*						
	10/15/2025	Marking Flags, green, blue, white	6620	Building Supply	63.17	5776
	10/15/2025	Marking Flags, green, blue, white	6620	Building Supply	72.93	5776
	10/28/2025	Tape	6625	Purchased Equipment	31.29	5793
	10/28/2025	Tape	6625	Purchased Equipment	36.43	5793
Transaction Total					203.82	
Udig-NY*						
	10/15/2025	07/01/25 - 09/30/25	6310	Outside O & M Services	122.67	5777
	10/15/2025	07/01/25 - 09/30/25	6310	Outside O & M Services	142.85	5777
Transaction Total					265.52	
Verizon Wireless*						
	10/15/2025	09/02/25 - 10/01/25	6230	Telephone	249.84	5778
	10/15/2025	09/02/25 - 10/01/25	6230	Telephone	290.94	5778
Transaction Total					540.78	
Village of Caledonia*						
	10/1/2025	Middle Road 06/05/25 - 09/08/25	6510	Purchased Water	1,073.96	5739

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<u>Vendor Name</u>	<u>Date Paid</u>	<u>Transaction Description</u>	<u>GL Code</u>	<u>Account Description</u>	<u>Expenses</u>	<u>Check #</u>
	10/1/2025	State Street 06/05/25 - 09/08/25	6510	Purchased Water	100.12	5739
Transaction Total					1,174.08	
Village of Leicester*						
	10/15/2025	07/01/25 - 09/30/25 Cuylerville Rd, Sol	6510	Purchased Water	13,136.60	5779
Transaction Total					13,136.60	
Village of Lima*						
	10/28/2025	Town of Lima Water Charges - Septem	6620	Building Supply	101.54	5794
	10/28/2025	Town of Lima Water Charges - Septem	6510	Purchased Water	1,538.42	5794
	10/28/2025	Town of Lima Water Charges - Septem	6210	Electricity	124.37	5794
Transaction Total					1,764.33	
Waypoint Technology*						
	10/28/2025	Catalyst 10 Trimble10/21/25 - 10/20/26	1700	Prepaid Expenses	2,047.50	5795
Transaction Total					2,047.50	
Grand Totals...					437,433.44	

LCWSA OPERATIONS REPORT

November 19, 2025

Water and Sewer Work Program

Customer Work Orders	Staff completed 140 workorders up 42 from last month.
UFPO	Staff completed 117 stakeouts down 46 from last month
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing was completed.

Water Work Program

Curb Box Replacement	Staff replaced 4- curb boxes and rods
Main Repair	Staff repaired a main break in Leicester.
Hydrant and Valve Replacement	Staff replaced 2- Hydrants and Hydrant guard valves between Livonia and Lakeville on 20a. We have 3- left to replace this year 2- in Lakeville and 1- in Hemlock.
Valve Install and Valve repair	Staff assisted a contractor installing a new main line valve along 20A and staff repaired a main line valve on 20A for the hydrant replacements.
Water Tap	Staff completed 1- New tap and Meter Pit on Stone Hill Rd.

Sewer Work Program

Sewer P.S. Work	Staff replaced the motor at the Ricky Greene Sewer lift station and will also be replacing the Motor starter at that station.
Sewer Collection Work	Staff flushed the force main from Clay St Hemlock to the Livonia Center P.S. To try and eliminate some of the Hydrogen Sulfide gas that is at the Adams Rd P.S.
Vac Truck	Staff has been working on cleaning pump station wet wells as time allows. Staff also assisted the Operators in cleaning out the Groveland plant with the Vac truck.
E- One Sewer pump	Staff replaced a E- One sewer pump in Springwater.

LCWSA CAPITAL PROJECTS REPORT	
November 19, 2025	
31450 Regional Water Supply Project	
	DEC has confirmed LCWSA can proceed as Lead Agency to complete SEQRA review. RFP for design services is out and proposals are due Wed, Nov. 26th.
31131 Countywide Water System Improvements	
Shelly Tank	CPL is working with the contractor to complete all required contract documents. Tentative Start Date will be May 2026 with the Tank online by October 2026.
SCADA - Water Assets	Working on a new scope to design and update Shelly Tank & Pump Station, Hemlock Pump Station and Niver Tank SCADA control panels. We will be testing out a CL2 injection point at Hemlock pump station which will modify the design/construction at Shelly Tank.
31455 Conesus Lake Pump Station Improvements *	
	1W is now operating on the new control panel and pump/motor replacement work has started there. The electricians hope to have 2-3 more panels ready for start-up this month along with 2-3 more pump start-ups. The overall project is on schedule to be completed by June of 2026.
Camp Run EPG	
	The final Engineering report has been submitted to DEC for review and comments.
Groveland Water District #1 *	
	Construction is on-going, with one section of main currently being filled and pressure tested. Multiple creek crossings have been drilled and new services may be online as soon as this month. We have been accepting water permit applications from homeowners and have ordered meters and fittings for all new customers.
Lima Water District #5 *	
	Design is underway; we completed a field visit with the engineer's and provided comments on the draft preliminary mapping. Plans should be complete and submitted for agency review by the end of the month

* Visit our updated Project Websites!

<https://lcwsa.us/projects/>



RESOLUTION NO. 2025 - 52

RESOLUTION TO USE \$15,000 FROM THE WATER CAPITAL RESERVE FUND FOR THE PURCHASE OF A TRAILER

WHEREAS, On October 15, 2025 the Livingston County Water & Sewer Authority ("Authority") Board (the "Board") approved the proposed 2026 Budget and Capital Plan; and

WHEREAS, The Capital Plan included the purchase of a trailer for purposes of transporting the mini excavator without the need of staff with a commercial driver's license A; and

WHEREAS, To provide continuous service to Authority customers, it is requested that the trailer be purchased in the 2025 fiscal year, and now, therefore be it,

RESOLVED, The Livingston County Water and Sewer Authority Board approves the use of Water Capital Reserve funds that was approved for the 2026 Budget and Capital Plan in the 2025 fiscal year for the purchase of the trailer, and be it further,

RESOLVED, The Executive Director, or his designee, is approved to procure the approved trailer in the 2025 fiscal year and not the 2026 fiscal year.

November 19, 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: October 31, 2025

Subject: Survey Report for Groveland Correctional Wastewater Treatment Plant

1. **Action Requested:** Board approval of the funding for a survey report for the Groveland Correctional Wastewater Treatment Plant (“WWTP”).
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.

In August 2025 the Authority Board approved Resolution No: 2025-38 approving an application to the New York State Office of General Services (“OGS”), consistent with Chapter law 394 of 2024, for the transfer and conveyance of the Groveland Correctional WWTP.

As a condition of the transfer, Chapter law 394 of 2024 requires that Livingston County Water and Sewer Authority submit to the Commissioner of General Services, for the Commissioner's approval, an accurate survey and description of the lands to be conveyed, to be used in the conveyance.

OGS has acknowledged the Authority’s application and have requested the survey be completed to move forward with conveyance discussions. The survey required needs to meet OGS Standards and Procedures for Surveying and Mapping. The OGS Surveying Standards be viewed online by searching “NYSOGS Survey Standards (last revised 2014)”.

It has been identified that Erdman Anthony and Associates, Inc. (“EA”) has familiarity with the OGS Surveying Standards and has recently completed survey work for OGS on the existing Groveland Correctional and former Livingston Correctional facilities. In addition, EA was selected by the Authority Board per Resolution No: 2023-03, following a request for qualification review process, as being qualified to perform engineering services, including survey services, for the Authority.

Attached is a proposal from EA, including scope of work and fees, for a Survey Report for the Groveland Correctional WWTP. The proposal has been shared with OGS, and they have confirmed that the proposed scope of work meets the OGS Surveying Standards.

3. **Financial Implications:** The cost of the Survey Report is estimated not to exceed \$21,900. The survey includes the required surveying, mapping and boundary marking for the conveyance of ~20 acres that encompass the WWTP from the State of New York to the Authority. In order to continue with the discussion

of conveyance of the facility from the State to the Authority, the survey will need to be completed. Please note the completion of the survey does not constitute a transfer of the property as terms and conditions of any conveyance and wastewater services to be provided need to be negotiated and ultimately approved by OGS, DOCCS and Authority Board.

It is recommended that the Authority Board approve the proposal from EA for survey services and authorize a budget amendment from the Operating Reserve.



RESOLUTION NO. 2025 - 53

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH EDRMAN ANTHONY AND ASSOCIATES INC FOR SURVEY SERVICE AND APPROVING ADJUSTMENTS TO THE 2025 BUDGET

WHEREAS, the Livingston County Water & Sewer Authority ("Authority") Board approved Resolution No: 2025-38 approving an application to the New York State Office of General Services ("OGS"), consistent with Chapter law 394 of 2024, for the transfer and conveyance of the Groveland Correctional Wastewater Treatment Plant ("WWTP"); and

WHEREAS, As a condition of the transfer, Chapter law 394 of 2024 requires that the Authority submit to the Commissioner of General Services, for the Commissioner's approval, an accurate survey and description of the lands to be conveyed, to be used in the conveyance; and

WHEREAS, OGS has acknowledged the Authority's application and have requested the survey meet OGS Standards and Procedures for Surveying Mapping; and

WHEREAS, It has been identified that Erdman Anthony and Associates, Inc. ("EA") has recently completed survey work for OGS, has familiarity with the OGS Standards and Procedures for Surveying Mapping and has recently completed survey work for OGS on the existing Groveland Correctional and former Livingston Correctional facilities; and

WHEREAS, EA has been selected by the Authority Board per Resolution No: 2023-03, following a request for qualification review process, as being qualified to perform engineering services, including survey services, for the Authority; and

WHEREAS, the Authority has received a proposal from EA to provide survey services to comply with the OGS Standards and Procedures for Surveying Mapping for the ~20 acres property which encompasses the Groveland Correctional WWTP; and

WHEREAS, OGS has reviewed and concurred that the proposed scope of work by EA meets OGS standards; and

WHEREAS, After internal review the scope of work and proposed fee the Executive Director is recommending the Authority engage with EA for needed survey services for conveyance of the Groveland Correctional WWTP, and now therefore be it,

RESOLVED, That the Authority Board authorizes the Executive Director to execute an agreement with EA for survey services for the Groveland Correctional WWTP, and be it further,

RESOLVED, The Executive Director is hereby directed to make the following budget adjustments for the fiscal year 2025:

BUDGET ADJUSTMENT

	<u>GL Code</u>	<u>Description</u>	<u>Increase/Adjust Budget</u>
Expenditure	6190	Other Professional Service	\$21,900.00

November 19, 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: November 13, 2025

Subject: Intermunicipal Agreement for Shared Services

- 1. Action Requested:** Authority Board approval authorizing the Executive Director to execute intermunicipal agreements (“IMA”) with partnering municipalities for the Livingston/Wyoming Water Loss Control Pilot Program.
- 2. Background:** In July 2025 the Authority was awarded \$642,150 in grant funding from the Local Government Efficiency (“LGE”) Program for the implementation of the Livingston/Wyoming Water Loss Control Pilot Program (“Pilot Program”). The Pilot Program is designed and intended to encourage small water utilities to learn how to improve water efficiency within their water distribution systems and to better control water loss through a water system audit process. The grant funding supports the following as part of the Pilot Program: the hiring of a consultant to conduct and facilitate training with partnering municipalities to conduct a water audit in addition to assisting the Authority in developing a comprehensive non-revenue water program, the procurement of leak detection equipment, the hiring of a Water Resource Sustainability Analyst as program manager, and support for hosting a Water Loss Summit to share the results of the Pilot Program.

As a requirement under the LGE Program the Authority is required to execute an IMA with all partnering municipalities outlining the relationship for the Pilot Program and partner responsibilities. Currently there are 15 municipalities that have expressed interest in participating in the Pilot Program.

The attached IMA is a basic shared services agreement outlining the Authority’s and partnering municipality’s responsibilities as a participant in the Pilot Program.

- 3. Financial Implications:** As part of the application process, with Resolution No. 2025-04, the Authority Board approved the local 10% cash match (\$71,350) for the project if awarded. These funds have been included in the 2026 budget, and no additional appropriations are required for implementation of the project.

INTERMUNICIPAL AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT made the ____ day of _____, 2025, by and between the “**LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**”, a public benefit corporation established by Article 5, Title 8-G of the New York State Public Authorities Law, having its principal office located at 1997 D’Angelo Drive, Lakeville, New York 14480, (hereinafter “**LCWSA**”, and the County, Towns, Villages, and Districts located within Livingston County and all other eligible entities that are set forth in the executed signature pages attached hereto and made a part hereof to this Intermunicipal Agreement, all of which shall hereinafter be collectively referred to as the “**MUNICIPALITIES**”.

WHEREAS, pursuant to Article 5-G of the New York State General Municipal Law, **MUNICIPALITIES** and **LCWSA** are authorized to enter into this intermunicipal cooperative agreement for the provision of shared services, as set forth herein, and

WHEREAS, **LCWSA** has received grant funding from the New York Department of State Local Government Efficiency Program (hereafter “**LGE**”) for the implementation of the Livingston/Wyoming Water Loss Pilot Program (hereafter “**Pilot Program**”). The Pilot Program is designed and intended to provide funding for and to encourage small water utilities to learn how to improve water efficiency within their water distribution systems and to better control water loss through a water system audit process.

WHEREAS, **MUNICIPALITIES** each desire to be a participant in the Pilot Program.

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, it is agreed as follows:

1. **LCWSA** will facilitate the Pilot Program on behalf of the **MUNICIPALITIES**, and the **MUNICIPALITIES** desire to participate in the Pilot Program.
2. **LCWSA** will establish a reasonable schedule with **MUNICIPALITIES** for implementation of the Pilot Program.
3. **LCWSA** shall assume all responsibility to procure, retain and compensate the necessary consultant(s) required to assist with the training and implementation for the Pilot Program.
4. **LCWSA** will not charge **MUNICIPALITIES** for participating in the Pilot Program pursuant to this Agreement.
5. **MUNICIPALITIES** acknowledge they will make every reasonable effort to attend all training and/or education sessions as part of the program and make every reasonable effort to complete any task assigned/needed to complete the water audit process.

6. MUNICIPALITIES will be responsible for any and all costs, including travel to and from all training and/or education sessions, related to providing adequate staff to participate in the Pilot Program.
7. LCWSA shall provide reasonable assistance to MUNICIPALITIES for implementing the water audit process. LCWSA will not be responsible for the MUNICIPALITIES to complete the water audit process or the outcome of the water audit process.
8. MUNICIPALITIES will be responsible for providing any water system and water meter/billing information and data for their water system.
9. MUNICIPALITIES accept any responsibility for any missed training and/or education sessions related to the Pilot Program. LCWSA agrees to provide reasonable assistance and support to MUNICIPALITIES to make up for any missed training and/or education sessions.
10. The Pilot Program will conclude with a regional Water Loss Summit, inviting all interested parties throughout the Genesee Finger Lakes Region (9-County Region including the City of Rochester), including municipal and county officials, state agencies, contractors and non-governmental organizations. The purpose of the Water Loss Summit will be to share the participant experience with the Program and potentially develop a model for other municipalities within the State to follow. MUNICIPALITIES hereby authorize LCWSA to use its respective information and data collected and evaluated during the Pilot Program for purposes of presentation and evaluation at the Summit.
11. MUNICIPALITIES acknowledge and agree that their participation in the Pilot Program is voluntary, and they may discontinue their participation at any time throughout the Pilot Program implementation.
12. LCWSA reserves the sole and exclusive right, as Program Administrator, to reasonably discontinue any MUNICIPALITIES from participating in the Pilot Program.
13. MUNICIPALITIES hereby agree to indemnify and hold LCWSA harmless from all claims, losses, costs and damages arising out of any activities of MUNICIPALITIES pursuant to the terms and conditions of the Agreement, including costs of settling any action and reasonable attorney's fees for defense. Each party will provide the other with timely notice of any claims and shall fully cooperate with each other to defend the same.
14. Participation in this Agreement is limited to MUNICIPALITIES located within the geographical boundaries of Livingston County, New York and Wyoming County, New York unless otherwise authorized by LCWSA at its sole discretion as the Program Administrator.

15. The initial term of this Agreement shall be from December 1, 2025 to December 31, 2026. The term thereafter shall automatically be extended from January 1, 2027 to December 31, 2027, and may be renewed annually for up to five (5) additional one-year terms upon the mutual written consent of the parties intending to continue participation in this Agreement. Failure of any MUNICIPALITY to consent to the extension of this Agreement as provided for above, shall not affect the validity of such Agreement as it relates to other MUNICIPALITIES that have consented to an extension.
16. This Agreement and the rights conferred hereunder shall not be assignable by MUNICIPALITIES without the express written consent of the LCWSA, which may be withheld at LWCSA's sole discretion.
17. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their successors and permitted assigns.
18. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State of New York.
19. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by all parties.
20. 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.

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

MUNICIPALITY

LCWSA

By:

By: Jason Molino, Executive Director

State of New York}
County of Livingston}ss.

On this _____ day of _____, 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York}
County of Livingston}ss.

On this _____ day of _____, 2025, before me, the undersigned, personally appeared Jason Molino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



RESOLUTION NO. 2025 - 54

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO SIGN INTERMUNICIPAL AGREEMENTS FOR SHARED SERVICES FOR THE LIVINGSTON/WYOMING WATER LOSS PILOT PROGRAM

WHEREAS, The Livingston County Water and Sewer Authority ("Authority") a public benefit corporation established by Article 5, Title 8-G of the New York State Public Authorities Law, 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 collection systems; and

WHEREAS, Pursuant to Article 5-G of the New York State General Municipal Law, municipalities and Authority are authorized to enter into intermunicipal cooperative agreements ("IMA") for the provision of shared services; and

WHEREAS, The Authority has received grant funding from the New York Department of State Local Government Efficiency Program (hereafter "LGE") for the implementation of the Livingston/Wyoming Water Loss Pilot Program (hereafter "Pilot Program"). The Pilot Program is designed and intended to provide funding for and to encourage small water utilities to learn how to improve water efficiency within their water distribution systems and to better control water loss through a water system audit process; and

WHEREAS, As a requirement under the LGE Program the Authority and partnering municipalities are required to execute an IMA outlining the relationship for the Pilot Program. Currently there are 15 municipalities that have expressed interest in participating in the Pilot Program, 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 with municipalities in Livingston County and Wyoming County interested in participating in the Livingston/Wyoming Water Loss Pilot Program, subject to review and approval by the Authority Attorney.

November 19, 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: November 13, 2025

Subject: Town of Lima and Village of Lima Water Agreements

- 1. Action Requested:** Authority Board authorization for the Executive Director to execute two agreements: the Intermunicipal Agreement between the Village of Lima (“Village”), Town (“Town”) and Livingston County Water and Sewer Authority (“Authority”) as it relates to joint water infrastructure in the Town and Village; and a Water Supply Agreement with the Village of Lima for the Authority to supply water to the Village of Lima.
- 2. Background:** With the approval of Town of Lima Water District #5 (“WD5”), the Town will be expanding its current water system to include a direct connection to the Authority’s planned Poplar Hill Rd./South Lima Rd. water transmission main through the Regional Water Supply Project. This interconnection will allow WD5 as well as the Village of Lima, and Town Water Districts #2 and #4 (“WD2” and “WD4”) to receive its water supply from the Authority as opposed to its current source, Monroe County Water Authority/City of Rochester (“MCWA”), which is interconnected at the northern Livingston County/Monroe County line on Rt. 15A.

With the construction of WD5 several new agreements will need to be executed, and one existing agreement updated to reflect new partnerships between the Town, Village and Authority due to the interconnected nature of the Town water districts and Village water system. While the Authority is only party to two of the following four agreements, all agreements are to be executed contemporaneously as they are interdependent with each other.

Intermunicipal Agreement between the Town of Lima, Village of Lima and Authority (“2025 IMA”)

In February 2024 the Town, Village and Authority executed an intermunicipal agreement (“2024 IMA”) with the purpose of updating the 1987 MCA¹ to accurately reflect the joint water infrastructure from the 1987 Improvement Project and the 2019 Improvement Project². This included financial responsibilities for the operation and maintenance of the joint infrastructure and cost share to future capital improvements to

¹ On May 26, 1987 the Village and Town entered into a Municipal Cooperation Agreement (the “**1987 MCA**”), which provided for the construction and operation of a shared water source and delivery system for Town Water District No. 2 (in which a water transmission line was located) and for the Village through a connection to the existing Village water tower (the “**1987 Improvement Project**”)

² In 2019 the Village constructed water improvements to the Village water tank included replacement of water main along NYS Rt. 15A and Seneca Avenue in the Village, and various improvements and updates to the Village and Town water delivery infrastructure, specifically related to the installation of an emergency water supply main extension along NYS Rts. 5/ 20 in the Town (the “**2019 Improvement Project**”)

the joint infrastructure would be between the parties. The 2024 IMA identified that the cost share for operation and maintenance and future capital improvements for the joint water infrastructure, which included the Village pump station, water storage tank, Rt. 15A transmission main and Rt. 5/20 emergency supply line, is shared between the Village and Town/Authority based on water consumption between the Village and Town customers, which is 90%/10% respectively.

Because the construction of WD5 has customers on the east and west end of the Village, the Village transmission main along Rt.5/20 through the Village will be used to convey water from the Authority's Poplar Hill interconnection, through the Village to the northern and eastern parts of WD5, including Town WD2 and WD4. In addition, as part of the construction of WD5, the existing emergency supply line along Rt.5/20 west from Livonia Center Rd. to the Town of Avon/Town of Lima town line will be utilized to support new WD5 customers. Currently the existing emergency supply line along Rt.5/20 is owned by the Village but not utilized to serve customers due to low water pressure. The construction of WD5 will provide adequate water pressure to serve residents along the Rt.5/20 water line between Livonia Center Rd. and the Town of Avon/Town of Lima town line.

The proposed 2025 IMA updates the relationship between the Village, Town and Authority increasing the cost share to 75%/25% between the Village and Town/Authority respectively to reflect the increased water consumption due to the construction of WD5. In addition, the Rt.5/20 transmission mains within the Village are now included as joint infrastructure between the parties.

Lastly, as part of the agreements related to the construction of WD5 and the transfer of operation and maintenance of the Rt.5/20 transmission main from the Village to the Town/Authority, the Authority agrees to make a \$10,700 annual debt payment to the Village for the transmission main until 2051, which is when the existing Village debt on the transmission main expires. This represents the increase in the shared responsibility of the joint infrastructure from 10% to 25%, as the Town has already paid for the first 10% of the transmission main debt. As part of this agreement any future properties along this transmission main will become Authority customers.

Water Supply Agreement between the Village of Lima and Authority

When the construction of WD5 is complete the Village of Lima, WD2, WD4 and WD5 will be able to receive water from the Authority's consolidated system. Currently the Village, WD2 and WD5 receive water from MCWA as part of a block tiered rate structure. Tier 1 provides water at a rate of \$2.90/1,000 gallons. However, this rate is only for the first 8,000,000 gallons per month, after which Tier 2 is at the rate \$3.66/1,000 gallons for 8,000,000 – 10,500,000 gallons consumed per month, and then Tier 3 is at the rate of \$5.09/1,000 gallons consumed per month for all gallons greater than 10,500,000 gallons.

Currently average monthly consumption by the Village, WD2 and WD4 is approximately 5,000,000 gallons. Estimated monthly consumption for WD5 is approximately 900,000 gallons. While the total expected monthly consumption for the Village, WD2, WD4 and WD5 is less than the first-tier threshold of 8,000,000 gallons, with any future growth in the area, such as one agricultural customer, the water rate could easily increase to a higher block tier rate of the MCWA rate structure.

The Authority's wholesale water rate from the City of Rochester is \$1.25/1,000 gallons. Due to the current interconnections of the Village and Town districts, including the upcoming WD5, connecting to the Authority's consolidated system would provide the opportunity for the Village and Town districts 2, 4 and 5 to receive lower cost water through the Authority.

The proposed water supply agreement provides the Village with a 200,000 gallon per day allocation of water by the Authority. The Village agrees to pay the Authority a water rate of \$1.00/1,000 gallon plus the water rate the Authority pays the City of Rochester for wholesale water. The water allocation to the Village is well below the Authority's available allocation of 3,000,000 gallons per day. In addition, the Village agrees to pass through water to WD2, WD4 and WD5 at no additional charge to the Town or Authority. This creates the opportunity for the Village and Town WD2 and WD4 to achieve a decrease in wholesale water rates.

Operation and Maintenance Agreements between the Village and Town (Rt.5/20 Water Supply Lines & West/East End Improvements)

Two additional agreements between the Village and Town are related to the construction of WD5.

As part of WD5, the Town will construct new transmission mains on the west and east ends of the Village to replace existing aged infrastructure that the Village currently owns and serves out-of-district water customers. The west and east-end improvements once constructed by the Town will be operated and maintained by the Village, on behalf of the Town, so that the Village may continue to serve its out-of-district customers.

The second agreement turns the operation and maintenance of the Rt.5/20 water transmission main between Livonia Center Rd. and the Town of Avon/Town of Lima town line from the Village to the Town/Authority as WD5 will be utilizing this transmission main for the conveyance of water through WD5. The Authority will assume operation and maintenance responsibility of this transmission main.

3. Financial Implications: The financial implications of these agreements include the following:

- Change in capital share of joint water infrastructure from 90%/10% to 75%/25% for the Village and Authority respectively.
- Annual debt payment of \$10,700 by the Authority to the Village until 2051. Authority will serve all properties along Rt.5/20 from Livonia Center Rd. to the Town of Avon/Town of Lima town line - currently 15-20 potential new customers.
- Decreased wholesale water costs for the WD2 and WD5 customers due to shift from MCWA to Authority water source.
- Increased wholesale water sales for the Authority.

INTERMUNICIPAL AGREEMENT

among

THE VILLAGE OF LIMA, THE TOWN OF LIMA

And

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

This Agreement (the “**Agreement**”) made this ____ day of _____ 2025, by and among the **VILLAGE OF LIMA**, a municipal corporation organized and existing under the laws of the State of New York with office located at 7329 East Main Street, Lima, New York, 14485 (hereafter “**Village**”), the **TOWN OF LIMA**, a municipal corporation organized and existing under the laws of the State of New York with office located at 7329 East Main Street, Lima, New York, 14485 (hereafter “**Town**”) and the **LIVINGSTON COUNTY WATER & SEWER AUTHORITY**, a public benefit corporation as established by Article 5, Title 10 of the New York Public Authorities Law, with offices located at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York 14480 (hereafter “**Authority**”), all of which are collectively referred to as “**Parties**” and may be individually referred to as a “**Party**.”

WHEREAS, the Village is the owner and operator of a municipal water system that primarily serves the residents and customers of the Village, but also serves out-of-district water users/customers located outside the Village limits within the Town; and

WHEREAS, the Town is the owner of various water districts in the Town of Lima, including Water District No. 2 and Water District No. 4, which are operationally interconnected with the Village municipal water system through its supply lines originating at the pumping facility located at the north line of the Town, and the water tower located in the Village; and

WHEREAS, the Village supplies water for the benefit of those users located within the Town’s Water District No. 2 and Water District No. 4 through the interconnection with the Village system; and

WHEREAS, the Town and Authority have entered into a long-term lease of the Town’s water distribution facilities, so that the Authority is now responsible for operating all the Town’s water districts, including Water District No. 2 and Water District No. 4 (the “**Lease**”); and

WHEREAS, the Lease makes the Authority responsible for providing all water services to the customers in Water District No. 2 and Water District No. 4; and

WHEREAS, on May 26, 1987 the Village and Town entered into a Municipal Cooperation Agreement (the “**1987 MCA**”), attached hereto as Exhibit 1, which provided for the construction and operation of a shared water source and delivery system for Town Water District No. 2 (in which a water transmission line was located) and for the Village through a connection to the existing Village water tower (the “**1987 Improvement Project**”); and

WHEREAS, on September 10, 2019 the Village of Lima, Town of Lima and Town of Avon entered into a Intermunicipal Agreement (“**2019 IMA**”), attached hereto as Exhibit 2, which detailed the relationship between the Town of Avon, Town of Lima, and Village of Lima regarding various improvements and updates to the Village and Town water delivery infrastructure, specifically related to the installation of an emergency water supply main extension along NYS Rts. 5/ 20 in the Town, that was intended to benefit the Town of Avon and the Town and Village of Lima. These improvements were part of a larger project that also made improvements to the Village water tank included replacement of water main along NYS Rt. 15A and Seneca Avenue in the Village, (“**2019 Improvement Project**”). Such improvements were deemed to benefit the Village municipal water system as well as the Town of Lima Water District No. 2 and Water District No. 4; and

WHEREAS, on February 6, 2024, the Parties entered into an Intermunicipal Agreement (the “**2024 IMA**”), attached hereto as Exhibit 3, with the purpose of updating the 1987 MCA to accurately reflect the shared water infrastructure from the 1987 Improvement Project and the 2019 Improvement Project, as well as financial responsibilities for the operation and maintenance of said infrastructure and to specify how future capital investments to said infrastructure would be determined, executed and paid for; and

WHEREAS, on 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, attached hereto as Exhibit 4, and which such resolution was adopted subject to permissive referendum; and

WHEREAS, the Town of Lima Clerk thereafter certified that valid petitions were timely filed to compel a special election/referendum vote regarding Resolution #7 of 2025 and further certified that a special election was duly noticed and held on July 15, 2025, which resulted in the district formation being ratified by the owners of real property within the district that voted at such special election. Accordingly, the formation of the Town of Lima Water District No. 5 (the “**Water District #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, the Village and the Authority (on behalf of the Town of Lima) obtain their municipal water supply for Lima customers from the City of Rochester through a long-term contract agreement. The Rochester water supply is sourced from Hemlock Lake and from Lake Ontario and is delivered through a connection to water lines located in the Town of Mendon, Monroe County. The water supply lines located outside the Town are owned and maintained by the Monroe County Water Authority and/or the City of Rochester. The point of connection for said water supply to the Village and Town/Authority is a pump station fronting upon Rochester Road (NYS Rt. 15A), located in Lima on the Lima/Mendon town line ("**Pump Station**"); and

WHEREAS, it is the intent of the Parties, concurrent with the formation and construction of Water District #5, to change water sources from the City of Rochester to the Authority through an interconnection at Poplar Hill Rd. and S. Lima Rd., Lima, and the City of Rochester interconnection will remain connected for the purpose of having an emergency, supplemental, and secondary water source; and

WHEREAS, the Parties are desirous of updating the 2024 IMA to accurately reflect the inclusion of the shared water infrastructure to be constructed as a consequence of the formation of Water District #5, as well as to establish the financial responsibilities for the operation and maintenance of said infrastructure and how future capital investments to said infrastructure will be determined, executed and paid for; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Village, Town and Authority (by virtue of a long-term lease of the Town's water infrastructure) hereby agree as follows:

1. Definitions – the following shall give meaning to the defined terms as used herein.

- 1.1. "**Water Transmission Mains**" shall mean the water transmission main lines along NYS Rt. 15A from the intersection of NYS Rts. 5/20 and NYS Rt. 15A to the Lima/Mendon town line and the water main in the Village along Seneca Ave and a waterline that extends northbound from the Water Tower in the Village to the west of McDonald Drive to the meter vault at 1574 Rochester Street, Lima. This shall also include the meter vault and master meter located at 1574 Rochester Street, Lima.
- 1.2. "**Pump Station**" shall mean the water pumping station located on NYS Rt. 15A at the Monroe/Livingston County line. This shall include a water meter within the pump station.

- 1.3. **“Water Tower”** shall be the water tower located in the Village.
- 1.4. **“Rt. 5/20 Water Supply Line”** means the water transmission main formerly referred to as the “Village of Lima/Town of Lima and Town of Avon Emergency Water Supply Line”, constructed as part of the 2019 Improvement Project, which, with the construction of the Water District No. 5 improvements, shall be converted to a primary transmission water supply main along NYS Rts. 5 and 20, starting at Livonia Center Rd. traveling west to the Town of Avon/Lima line. This shall also include: a meter vault and master meter to be located in the vicinity of the intersection of NYS Rts. 5/20 and Livonia Center Rd.; meter vault and master meter at the Town of Avon/Lima line; and a pressure reducing valve located within the vicinity of the intersection of NYS Rts. 5/20 and Livonia Center Rd., all of which will be constructed as part of the Water District #5.
- 1.5. **“West End Main Street Improvements”** shall be the replacement/installation of approximately ~3,900 linear feet of 12-inch water main along NYS Rts. 5/20 from the Village line west to the Livonia Center Rd. intersection. This section of water main is currently owned by the Village of Lima and serves out-of-district water customers in the Town. This main is expected to be replaced as part of the Water District #5 construction.
- 1.6. **“East End Main Street Improvements”** shall be the replacement/installation of approximately ~2,400 linear feet of 12-inch water main along NYS Rts. 5/20 from the Village line east to the vicinity of York Street, Lima. This section of water main is currently owned by the Village of Lima and serves out-of-district water customers in the Town. This main is expected to be replaced as part of the Water District #5 construction.
- 1.7. **“Joint Water Facilities”** shall mean all jointly utilized water facilities constructed and improved under the 1987 Improvement Project and 2019 Improvement Project, including the Water Transmission Mains, Pump Station, Water Tower and NYS Rts. 5/20 Water Supply Line. With the completion of Water District #5, this definition shall also include existing Village water transmission main along Rt.5/20 from the western Village line to the eastern Village line, as well as the newly constructed West End Main Street Improvements and East End Main Street Improvements.
- 1.8. **“Parallel Water Line”** shall be the water transmission line parallel to and along the west side of the Water Transmission Line from Gale Rd., Lima to approximately 1280 Rochester Rd., Lima.

2. Term of Agreement

- 2.1. For purposes of this Agreement the **"Commencement Date"** shall be defined as that date when Water District #5 is substantially complete and operational and the Village, Town Water District #5, Town Water District #2, and Town Water District #4 can be fully

supplied with wholesale water from the Authority, unless a different date is mutually agreed upon in writing by the Village, Town, and Authority.

- 2.2. The Term of this Agreement will be for a period of 40-years from the Commencement Date.
- 2.3. At least one year prior to the expiration of the term of this agreement, the Parties agree to meet and discuss any changes and/or extension/renewals of this Agreement. Should the Parties not enter into a new agreement replacing this Agreement, or a written termination of this Agreement signed by all Parties, this contract shall automatically renew on a year-to-year basis once the initial term expires.
- 2.4. This Agreement may be terminated as a result of a default of the terms herein, which said default continues for a period of fifteen (15) days (“**Cure Period**”) after written notice of such default has been delivered to the defaulting Party and such Party has failed to cure the default during such cure period. If the default cannot be reasonably resolved during the cure period, the defaulting Party will be granted an extension of the cure period for not more than thirty (30) additional days, so long as the defaulting Party is exercising good faith efforts to resolve the default.
- 2.5. This Agreement may be terminated without cause by either Party upon advanced written notice of not less than twelve (12) months prior to the desired date of effectiveness of such termination.

3. Operation and Maintenance (O&M) Costs and Responsibilities of Joint Water Facilities

- 3.1. The Parties acknowledge that the Village has been responsible for the construction of and improvements to the Joint Water Facilities as well as maintenance and billing for the maintenance of the Joint Water Facilities between the Parties. The Parties acknowledge that the Village has also historically had greater utilization of the Joint Water Facilities and borne a larger proportionate share than the Town of expenses directly related to the maintenance and debt service of the Joint Water Facilities pursuant to the 1987 MCA and 2024 IMA.
- 3.2. The Parties acknowledge that the Town will be responsible for the construction of the West End Main Street Improvements and East End Main Street Improvements as part of the construction of Water District #5.
- 3.3. The Parties historically have shared O&M costs of the Joint Water Facilities based on water consumption by each jurisdiction. With the construction of Water District #5, the Parties agree that the Town/Authority will utilize more of the Joint Water Facilities than originally anticipated in the 1987 MCA, 2019 IMA and 2024 IMA, and the Parties are therefore desirous of updating the O&M cost sharing between the Parties.

- 3.4. The Parties agree that the current practice for O&M billing, as stated in the 2024 IMA shall continue until the Commencement Date of this Agreement. Upon the Commencement Date of this Agreement, the O&M costs share for the Joint Water Facilities shall be 75% Village and 25% Town/Authority.
 - 3.4.1. The Parties agree that within one year following the Commencement Date, the Parties will meet to re-evaluate the above-referenced list of assets to determine how O&M costs should be invoiced and if additional assets should be listed or certain assets removed from this section of the Agreement.
- 3.5. On or before the Commencement Date, the Village shall locate and mark, to the extent feasible, all water appurtenances of the Joint Water Facilities within the Village boundaries, water main along NYS Rts. 5/20 from the Village line west to the Livonia Center Rd. intersection and the water main along NYS Rts. 5/20 from the Village line east to the vicinity of 7595 E. Main Street, Lima, including, but not limited to water mains, main line valves, hydrant valves, hydrants, all service curb boxes and service laterals.
- 3.6. On or before the Commencement Date, the Town/Authority shall locate and mark, to the extent feasible, all water appurtenances of the Joint Water Facilities within the Town's Water District boundaries, including, but not limited to water mains, main line valves, hydrant valves, hydrants, all service curb boxes and service laterals.
- 3.7. Following the Commencement Date the Parties agree that each shall be solely responsible for water line repairs within their respective geographic areas according to the following:
 - 3.7.1. The Village assumes all responsibility, including costs, to repair any leaks detected within the Village boundaries.
 - 3.7.2. Town/Authority assumes all responsibility, including costs, to repair any leaks detected within Town's Water Districts No. 2, No. 4, and No. 5.
 - 3.7.3. The Parties agree to jointly respond to water leaks detected along the Joint Water Facilities, the West End Main Street Improvements and the East End Main Street Improvements. The cost share between Parties for any materials and/or capital improvements shall be consistent with Sections 3.4 and 4.1 of this Agreement.
- 3.8. The Parties agree that the Water Tower shall be inspected every five (5) to seven (7) years, with the cost of such inspection to be shared pursuant to Section 3.4 above. The first water tower inspection will be conducted in or around 2026. The Parties agree that following the results of the water tower inspection, the Village and Town will jointly agree to make any repairs/improvements needed to ensure the water tower stays in good

operating condition. Costs related to repairs/improvements to the Water Tower will be shared pursuant to Section 3.4.

4. Future Capital Improvements of Joint Water Facilities

Upon the Commencement Date, sharing and/or reimbursement of capital improvement costs to the Joint Water Facilities shall be 75% Village and 25% Town/Authority, unless a different percentage is agreed to by the Parties in writing.

- 4.1.1. The Parties shall consult with each other in advance and prior to each major phase of any planning, design, and/or construction of capital improvement projects related to the Joint Water Facilities.
- 4.1.2. The Parties agree to meet at least once annually to discuss expected or anticipated capital improvements to the Joint Water Facilities, forecasting out five (5) years from the meeting date (the “**Annual Meeting**”).
- 4.1.3. The Parties agree to make every reasonable good-faith effort to reach consensus about upcoming capital improvements to the Joint Water Facilities, prior to undertaking or committing financially to said improvements; however the Town/Authority cannot unreasonably withhold consent, nor prohibit the Village from moving forward with any capital improvements the Village deems reasonably necessary to the Joint Water Facilities. The Town/Authority cannot obligate the Village to any capital improvements or related expenses without the express consent of the Village, which shall not be unreasonably withheld.

5. Master Water Meters

- 5.1. The Village shall own and be responsible for all future installations, replacements maintenance, modifications, and upgrades to the master water meters located at the Pump Station and meter vault at 1574 Rochester Street, Lima, with no contribution from the Town/Authority, unless otherwise stated in this Agreement.
- 5.2. Water District #5 is expected to include several additional master meters and vaults. The Parties agree that the master meter vault locations will be further evaluated and finalized during the design of Water District #5. The Parties agree that the Town/Authority shall own and be responsible for all future installations, replacements maintenance, modifications and upgrades to the master water meters located at, but not necessarily limited to the following locations as they relate to Water District #5: NYS Rts. 5/20 and Livonia Center Rd. intersection; NYS Rts. 5/20 and 7595 E. Main Street, Lima (approximate location); Replacement of north bound master meters only at the Village vault at 1574 Rochester Street, Lima; and NYS Rts. 5/20 and Avon/Lima Town Line.

- 5.3. The meters shall be maintained within the accuracy limits specified for repair of meters in the latest available version of the AWWA standards for testing cold water meters. The Parties shall cooperate to provide testing of meters. Either Party shall have the right to test (or have tested) any meter at any reasonable time, at its own expense, upon written notice to the other Parties.
- 5.4. The Parties agree to provide each other with free and ready access to each of the meter vaults and Pump Station in which the master water meters and associated equipment are housed.

6. Billing for O&M and Capital Expenditures for Joint Water Facilities

- 6.1. The Parties agree that the current practice for O&M billing, as stated in the 2024 IMA shall continue until the Commencement Date of this Agreement.
- 6.2. Billing for O&M Expenditures upon Commencement Date of this Agreement.
 - 6.2.1. The Parties agree to meet just prior to the implementation of Water District #5. Implementation of Water District #5 shall be defined as the delivery of water to the Village and Town Water Districts No. 2, No. 4 and No. 5 by an interconnection to the Authority's distribution system at Poplar Hill Rd and S. Lima Rd.
 - 6.2.2. The Parties acknowledge that other components of Water District #5 may come on-line prior to the Village receiving water from the interconnection to the Authority's distribution system, and the Parties further agree that in those circumstances, that billing for O&M expenditures shall continue as stated under the 2024 IMA and Section 6.1 of this Agreement.
- 6.3. Billing for Capital Expenditures.
 - 6.3.1. The Village and the Town/Authority shall agree to a schedule for reimbursement of capital expenditures prior to the commencement of any capital project.

7. Water Supply

- 7.1. The Village and the Town are parties to a water supply agreement with the City of Rochester dated July 2, 2018 and styled "Water Supply Agreement, Town of Lima Water District No. 2 and Village of Lima", which is attached hereto as Exhibit 5 ("**Water Supply Agreement**").
- 7.2. The City of Rochester (the "**City**") uses a connection with the Monroe County Water Authority to supply water to the Parties pursuant to the Water Supply Agreement, which sets the quantities and cost of water.

- 7.3. Without the construction of Water District #5, the City is the only feasible, long-term water supply available to the Parties that can meet the Parties' daily water needs.
- 7.4. It is the intent of the Parties that prior to the Commencement Date, the Village and Authority will enter into a separate water supply agreement for the Authority to supply the Village with wholesale water.
- 7.5. Nothing in this agreement shall prohibit Town Water District No. 2 and/or Town Water District No. 4 from disconnecting from the Joint Water Facilities and receiving water supply from another source.
- 7.5.1. Should it be determined that all or any part of Water District No. 2 or Water District No. 4, can be served by a water supply from another source that will not require the connection or utilization of the Joint Water Facilities, such water district, or part thereof, may, upon not less than one year's written notice to the Village, disconnect and shut off entirely from the Joint Water Facilities, and would no longer be subject to this Agreement.
- 7.5.2. Any water district, or part thereof that remains connected to the Joint Water Facilities shall continue to be subject to the terms of this Agreement.
- 7.6. The Parties agree that any outstanding operation and maintenance expenditures owed by Water District No. 2 or Water District No 4. shall be paid in full prior to separation from the Joint Water Facilities and this Agreement. The Parties further agree that any outstanding incurred or assumed debt associated with the Joint Water Facilities due by Water District No. 2 or Water District No. 4 at the time of separation will continue to be the responsibility and obligation of that respective water district.

8. Debt Payment

- 8.1. Starting on the Commencement Date the Authority shall be obligated to make an annual debt payment of \$10,700 to the Village, which shall continue with the last payment being made in 2051 (See Exhibit 6), when the Village's remaining debt related to the 2019 Improvement Project terminates. The debt payment is in recognition of the increased use of the Rt. 5/20 Water Supply Main by the Authority/Town as part of Water District #5. The first annual debt payment shall be prorated based on the Village's budget year (June 1st – May 31st) and shall be due and payable not less than 30 days, but not more than 60 days following the Commencement Date. The Parties shall mutually agree on a payment date for all future annual debt payments (after the first annual debt payment) and the Village shall invoice the Authority annually.

- 8.2. Should this Agreement be terminated prior to 2051, the Authority shall not be obligated to make annual debt payments to the Village beyond the effective date of the termination.
- 8.3. Upon full payment of the of the Village's debt related to the 2019 Improvement Project, all annual debt payment obligations of the Town/Authority as set forth in this section shall automatically terminate.
- 8.4. Should the Village decide to pay the debt related to the 2019 Improvement Project in advance of the current amortization schedule (See Exhibit 6), the Village shall advise the Town/Authority of its intent to do so no less than 180 day prior to making the debt payment in full, and the Parties shall meet to discuss how the remaining Town/Authority balance of payments as referenced in Section 8.1 of this agreement will be made to the Village. The Parties agree to make every reasonable and good-faith effort to reach consensus on the Authority's remaining payments to the Village in advance of the payment schedule referenced in the schedule above. However, it shall be in the sole discretion of the Authority to determine whether it shall agree to an amendment in the debt payment schedule set forth in Section 8.1 above.

9. Indemnification

- 9.1. All Parties shall indemnify and hold harmless, to the fullest extent allowed by law, the other from and against any and all liability, damage, expense (including reasonable attorney fees), cause of action, suit, claim, penalty, or judgment, arising from injury to person or property, sustained by anyone, resulting from the respective operation of all or any part or the total system when said damage or injury is caused by or is due to negligence by the indemnifying Party.
- 9.2. Neither Party shall be responsible to the other, or to third-Parties, for damages resulting from any failure of the Joint Water Facilities or system, when such failure is occasioned through no fault of the Village and/or Town/Authority, or that results from force majeure or is caused by an event not within the reasonable control of the Village and/or Town/Authority.

10. Future Agreements

- 10.1. The Parties agree that upon Commencement Date this Agreement, the **1987 MCA** and **2024 IMA** shall thereafter be null and void and superseded in all respects by the provisions and agreements made herein, subject to payment of all amounts due and owing under those agreements.
- 10.2. The Parties further agree that prior to the Commencement Date of this Agreement the Village and Town agree to take the appropriate action and provide notice to the Town of

Avon to amend or replace the **2019 IMA** with a new emergency supply agreement with all parties.

- 10.3. The Village and Town/Authority acknowledge that in the future, additional and distinctly separate agreements pertaining to water needs may be negotiated; provided that circumstances arise that are not covered by this Agreement.

11. Contingencies

- 11.1 This Agreement is contingent upon the contemporaneous and full execution of the following documents, all of which the Parties acknowledge as being instrumental to one another and to carry-out the full intent of the Parties:

- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the West/East End Improvements (attached hereto as “Appendix 1”)
- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the Rt. 5/20 Water Supply Line (attached hereto as “Appendix 2”)
- Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as “Appendix 3”)

12. Miscellaneous

- 12.1. The Parties shall designate one or more respective contact persons for purposes of day-to-day interpretation, communications, coordination, and administration of this Agreement. Initially, the representatives shall be the Village Superintendent of Public Works and the Authority Executive Director. Any changes to these designations shall be immediately communicated to the other Party in writing. These representatives may designate other personnel within their respective organization to contact for specific reasons.
- 12.2. This Agreement shall be construed in accordance with the laws of the State of New York. The Parties acknowledge that the chosen law has a substantial relationship to the Parties and this Agreement and that a reasonable basis exists for the application of New York law. The Parties agree that any action to obtain injunctive or other relief shall be brought exclusively in the State Supreme Court in Livingston County, New York, and waive any objection to personal jurisdiction or inconvenient venue.
- 12.3. Any notices given pursuant to this Agreement will be deemed to have been given if by certified mail, return receipt requested, if:

To the Village:

Village of Lima
7329 East Main Street

Lima, New York, 14485

To The Town:

Town of Lima
7329 East Main Street
Lima, New York, 14485

To the Authority:

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

- 12.4. No Party shall assign or transfer this Agreement, nor delegate any of its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.
- 12.5. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party(ies) against whom it is asserted. Any consent by any Party(ies) to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such Party.
- 12.6. Except for the payment of amount when due hereunder, any Party(ies) shall be excused from failures or delays in delivery of performance hereunder if such failure or delay is attributable to a Force Majeure Event. For purposes of this Agreement, Force Majeure Event shall mean any fire, flood, storm, act of God, governmental authority interference, labor dispute, war or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected.
- 12.7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on all Parties. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and absent an original signature, shall constitute the original signature.
- 12.8. This Agreement will only become effective upon the following: 1) the contemporaneous execution of the Lease Agreement and/or Operation and Maintenance Agreement between the Town of Lima and Village of Lima; and 2) completion of Water District #5 and completion of the LCWSA Regional Water Supply project.
- 12.9. If any one of the provisions of this Agreement is rendered invalid by a court of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability

of the other provisions of this Agreement, which shall remain in full force and effect. Without limiting the generality of the foregoing, if a court determines that any restriction contained in this Agreement is unreasonable, such provision shall be deemed reformed to the minimum extent necessary to permit enforcement.

12.10. Each of the Parties represents that it/he/she is authorized to enter into this Agreement on his, her, or its own behalf. Each of the Parties acknowledges that he, she, or it has read this Agreement, has had an opportunity to discuss it with his, her, or its attorney or attorneys, understands this Agreement, and agrees to it by subscribing below.

13. Continuity with Other Agreements

13.1 The Parties acknowledge and agree that the efficacy of this Agreement is dependent upon the following agreements remaining in full force and effect during the term hereof:

- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the Rt. 5/20 Water Supply Line (attached hereto as “Appendix 1”)
- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the West/East End Improvements (attached hereto as “Appendix 2”)
- Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as “Appendix 3”)

13.2 The Parties agree that it is a continuing condition of this Agreement during its Term, that all of the agreements in 13.1 above remain in full force and effect.

13.3 The Parties agree that should any of the above agreements be terminated based on the provisions contained therein, such termination will have the effect of terminating all of the above agreements without the need for the terminating Party to place the other Party(ies) on notice of such termination.

[Remaining Space Left Blank; Signature Page to Follow]

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

VILLAGE OF LIMA

(SEAL)

By:_____

MAYOR

TOWN OF LIMA

(SEAL)

By:_____

TOWN SUPERVISOR

LIVINGSTON COUNTY WATER & SEWER
AUTHORITY

(SEAL)

By:_____

EXECUTIVE DIRECTOR

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

On _____, 2025, before me personally came John Skiptunas, to me known, who being by me duly sworn did depose and say that he is the Village Mayor of the **Village of Lima**, New York, the municipal corporation described in foregoing, and acknowledged that he executed the same by order of such corporation.

Notary Public

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

On _____, 2025, before me personally came Michael Falk, to me known, who being by me duly sworn did depose and say that he/she is the Town Supervisor, of the **Town of Lima**, New York, the municipal corporation described in foregoing, and acknowledged that he/she executed the same by order of such corporation.

Notary Public

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

On _____, 2025, before me personally came Jason Molino, to me known, who being by me duly sworn did depose and say that he is the Executive Director, of the **Livingston County Water and Sewer Authority**, the public benefit corporation described in foregoing, and acknowledged that he/she executed the same by order of such corporation.

Notary Public

EXHIBITS 1

Municipal Cooperation Agreement (1987 Agreement)

EXHIBITS 2

Town and Village IMA (2019 IMA)

EXHIBITS 3

Intermunicipal Agreement (2024 IMA)

EXHIBITS 4

Town of Lima Water District #5 Map Plan Report

EXHIBITS 5

Water Supply Agreement, Town of Lima and Village of Lima (Water Supply Agreement)

EXHIBITS 6

2019 Improvement Project amortization schedule

Appendix 1

Intermunicipal Operation and Maintenance Agreement between the Village of Lima
and Town of Lima for the Rt. 5/20 Water Supply Line

Appendix 2

Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of
Lima for the West/East End Improvements

Appendix 3

Water Supply Agreement between the Village of Lima and the Livingston County
Water and Sewer Authority

WATER SUPPLY AGREEMENT

BETWEEN

THE VILLAGE OF LIMA

AND

LIVINGSTON COUNTY WATER & SEWER AUTHORITY

This Agreement entered into on _____, 2025, by and between the **Village of Lima**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 7329 East Main Street, Lima, New York, 14485 (hereafter “**Village**”) and the **Livingston County Water and Sewer Authority**, a public benefit corporation, having an office at 1997 D’Angelo Drive, Post Office Box 396, Lakeville, New York, 14480 (the “**Authority**”). The Village and the Authority may be collectively referred to herein as the “Parties” or individually as “Party”.

WITNESSETH

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

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

WHEREAS, the Village is the owner and operator of a municipal water system which includes water transmission mains, water storage tank, pump station, fire hydrants, valves, water services, and water meters (the “**Village System**”) and primarily serves the residents and customers of the Village, but also serves out-of-district water users/customers located outside the Village limits within the Town of Lima (the “**Town**”); and

WHEREAS, the Village and the Town, pursuant to a July 2, 2018, Water Supply Agreement with the City of Rochester, obtain their municipal water supply for Lima customers from the City of Rochester through a long-term agreement (“**Rochester Water Supply**”). Such water supply is sourced from Hemlock Lake and from Lake Ontario and is delivered through a connection to water lines located in the Town of Mendon, Monroe County. The water supply lines located outside the Town are owned and maintained by the Monroe County Water Authority and/or the City of Rochester. The point of connection for said water supply to the Village and Town is a pump station fronting upon Rochester Street (New York State Route 15A), located in Lima on the Lima/Mendon town line; and

WHEREAS, the Authority, pursuant to a December 19, 1996, Water Supply Agreement with the City of Rochester is entitled to draw up to 3.0 MGD of water for use in Livingston County, outside the Town of Livonia. The initial term of the agreement is for forty (40) years; and

WHEREAS, on 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, attached hereto as Exhibit A, and which such resolution was adopted subject to permissive referendum; and

WHEREAS, following the submission of petitions pursuant to permissive referendum requirements, the Town held a special election/referendum vote on July 15, 2025, which resulted in the district formation being ratified by the owners of real property within the district that voted at such special election. Accordingly, the formation of the Town of Lima Water District No. 5 (the "**Water District #5**") was finalized on July 15, 2025; and

WHEREAS, the construction of Water District #5 shall provide the opportunity for the Authority to provide the Village with an alternative source of wholesale water; and

WHEREAS, the Village desires, through this Agreement, to achieve assurance of access to adequate supply of safe drinking water to accommodate current and future residential, commercial, industrial and agricultural water demands, achieve stable and affordable water rates, and desires to work with the Authority cooperatively to develop a water supply that will meet the collective needs of their respective customers; and

WHEREAS, the Authority desires to provide the Village wholesale water supply through an interconnection with Water District #5; and

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

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

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

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

1. Commencement Date

- 1.1. For purposes of this Agreement, the "**Commencement Date**" and effective date of the Water Rate, identified in Section 5 herein, shall be the date certified by the Authority, as the date on which pursuant to the construction of Water District No. 5 improvements, water can flow through the water transmission main improvements along Poplar Hill Rd. (north of South Lima Rd. in Lima), from the interconnection to the Authority's

Poplar Hill Rd. water transmission main (south of South Lima Rd. in Livonia) constructed as part of the construction of the LCWSA Regional Water Supply Project. The detailed improvements for Water District #5 and the LCWSA Regional Water Supply Project are set forth in Exhibit B which is attached hereto and made a part hereof.

2. Supply of Water

- 2.1. Beginning on the Commencement Date, the Authority agrees to supply water to the Village as agreed herein. The supplied water will come from the Authority's Hemlock Pump Station, through existing mains and pipes owned by the Authority, to the Village via a Connection Point, as identified in Section 3.1 below.
- 2.2. Following the Commencement Date, the Authority shall provide water to the Village Connection Point as needed but at a maximum rate not to exceed 200,000 gallons per day for Village customer consumption.
- 2.3. The parties acknowledge that in the event of a fire emergency in the area served by the water main from the Connection Point, the Village may purchase water at a flow rate and in quantities sufficient to fight the fire as available under the Authority's water system capacity, even though the usual limitations may be exceeded, but that the limitations on rate and quantity will immediately be resumed after the fire emergency. After the fire emergency, the Village agrees to cooperate with the Authority to allow the Authority's water system to recover from the fire emergency, including, if necessary, reducing the use of water below the usual limitations.
- 2.4. With the Authority's prior consent, the Village may purchase additional water to the extent the Authority deems it is available. The Village will notify the Authority in advance, or as soon as possible, when the circumstances of the Village's use of water changes, such as a major increase in water flows.
- 2.5. During the term of this Agreement, the Village shall purchase water exclusively from the Authority for purposes of meeting the daily demand of Village water customers, such daily demand not to exceed 200,000 gallons per day, unless another amount is otherwise agreed upon by the Parties. The Authority agrees to provide up to 200,000 gallons of water per day for such purpose. In the event that the Authority cannot provide adequate water for the Village to serve Village customers due to an emergency or system failure or excessive demand, the Village shall be entitled to temporarily service its Village customers from its redundant water supply from the City of Rochester/Monroe County Water Authority, until such time that the Authority can recommence providing adequate water supply to the Village. The Village shall be allowed to utilize the City of Rochester/Monroe County Water Authority connection for routine maintenance checks needed to ensure the Lima Pump Station remains

operatable. The Village agrees to discontinue use of the Rochester/Monroe County Water Authority once the Authority system is capable of providing the Village with the adequate amount of water to meet the daily demand of the Village customers.

3. Connection

- 3.1. The Authority shall provide water to the Village at a point of connection approximately located at the intersection of NYS Rts. 5/20 and Livonia Center Rd. in the Town of Lima (the “**Connection Point**”). The Connection Point shall be a 12-inch connection. This location will be finalized during the design and construction of Water District #5.

4. Metering

- 4.1. **Entry Meters.** At the Connection Point, a master meter will be installed as part of Water District #5. The entry master meter will be owned by Water District #5.
- 4.2. **Exit Meters.** As part of the construction of Water District #5, exit meters shall be installed to measure water leaving the Village that will be supporting Water District #2 and part of Water District #5. Exit meters shall be installed at the following locations:
 - 4.2.1. Entry and exit meters shall be located at the existing Village master meter vault located at 1574 Rochester Street, Lima. As part of the Water District #5 construction, the north and south bound meter(s) shall be replaced to be consistent with the Authority’s standardization.
 - 4.2.2. An exit meter shall be located a master meter vault located at approximately NYS Rts. 5/20 and 7595 E. Main Street, Lima (This location will be finalized upon the design and completion of Water District #5).
- 4.3. Exit meters will be used to meter water flow out of the Village to Town Water District #2 and the east end of Water District #5. These meter readings will be deducted from the water master meter reading at the Connection Point to determine the Village charge for wholesale water.
- 4.4. The Authority shall own and maintain the master meter at the Connection Point, and the exit meters at 1574 Rochester Street, Lima (north bound) and Rt. 5/20 and 7595 E. Main Street, Lima, and shall bear all costs of maintaining and replacing the meter as necessary.
- 4.5. The Parties agree that all master meters associated with this Agreement shall be maintained within the accuracy limits specified for repair of meters in the latest available revision of the AWWA standards for testing cold water meters, Series C-700. The Parties shall work collaboratively to provide testing of meters as recommended in

those standards or on an as-needed basis. Meters and meter reading systems shall be compatible with the Authority's meter reading systems.

- 4.6. The Village shall have the right to test any master or exit meter associated with this Agreement at any reasonable time, at its own expense, upon prior written notice to the Authority.
- 4.7. In the event a master meter or exit meter is found to be malfunctioning or registering water inaccurately, the Authority shall promptly repair or replace the defective meter at its expense. The Authority will estimate consumption based upon actual consumption during the same period of previous years or such other method as may be reasonable and agreed upon by both parties.

5. Water Rates and Billing.

- 5.1. The Village agrees to pay the Authority for the supply of water equal to the water provided to the Village from the Authority at the Connection Point and deducted from the exit meters, times the applicable Water Rate as defined below.
- 5.2. The Water Rate to be paid by the Village to the Authority for water supplied pursuant to this Agreement shall be the rate the City of Rochester charges the Authority (for outside the Town of Livonia usage) plus \$1.00 per thousand gallons. This Water Rate shall apply for the term of this Agreement unless otherwise agreed upon in writing by the Parties.
- 5.3. The Village agrees to permit the transmission of water through its existing distribution system, without any charge to the Authority (or Town of Lima water districts) to areas outside its geographic boundaries to the extent such water may be required by any water districts or other individual customers.
- 5.4. The Water Rate for water charged to the Village pursuant to this Agreement may be changed by the Authority periodically to reflect water rate changes by the City of Rochester. The water rate is set by the City of Rochester on or about July 1st of every year. To the extent possible, the Authority will make every effort to provide the Village with reasonable notice of a water rate change 30 days prior to the rate change becoming effective. In no event shall the rate charged the Village by the Authority be in excess of the formula set in paragraph 5.2, above.
- 5.5. The Authority shall provide the Village with an invoice for water metered and billed on not less than a quarterly basis. Payment is due twenty-five (25) calendar days after the invoice is delivered. For all charges not paid when due, the invoicing party shall assess a late payment charge of one percent (1%) per month to the amount due for each month

or portion thereof until paid. The postmark date of payment shall be evidence of the date of payment.

- 6. Compliance With Legal Standards.** Both the Authority and Village agree to operate their respective water systems in a sound and economic manner and shall comply with all applicable Federal and New York State laws, regulations, and court orders in the operation of their water systems. Each party shall be liable for loss or damage caused by its own negligence, according to the rules of law.
- 7. Emergencies, Water Pressure, and Continuity of Service.** It is understood and agreed that the Authority makes no guarantee as to water pressure, quantity or continuity of service, and shall not be held liable for loss or damage from a pressure deficiency or failure in the supply of water, whether caused by shutting off the water in case of accident or for alterations, extensions, connections or repairs, or for any cause other than set forth herein.

 - 7.1.1. In the event of an emergency, the Authority shall have the right to shut off or reduce the flow of water for such periods as are reasonably necessary, as is determined by the Authority, subject to the Village's rights as set forth in Section 2, above. The Authority will attempt to notify the Village of any such emergency as soon as possible.
 - 7.1.2. In all cases other than emergencies, the Authority shall have the right to shut off or reduce the flow of water only as necessary, and it must give the Village written notice at least forty-eight (48) hours prior to any shut-off or flow reduction, subject to the Village's rights as set forth in Section 2, above. In these non-emergency situations, the Authority will reasonably attempt to confirm receipt by the Village of the 48-hour notification to ensure that Village can provide appropriate notification to their customers and make any adjustments to its water delivery system as necessary. If greater than 48-hour notification can be reasonably provided, the Authority will provide as much advanced notice as possible.
 - 7.1.3. The Authority shall restore service and make water available as soon as it can reasonably do so.
 - 7.1.4. If requested by the Authority in writing, the Village shall issue a *conserve water advisory* upon the same terms as applicable to similarly situated Village retail customers.
- 7.2. The Authority shall have no responsibility for maintaining the quality, quantity, pressure, and/or continuity of service of water after the Connection Point with Village.

8. **Term.** It is the intention of the Authority to renew its current water supply agreement with the City of Rochester prior to the expiration of the agreement, December 19, 2036. Accordingly, this Agreement shall expire December 19, 2036, unless the Authority and City have renegotiated their water supply agreement on terms that are acceptable to the Village with regard to the water rate, at which time, this Agreement may be extended by written agreement of the Parties hereto. The Parties agree that it is their collective intent that the relationship created by this Agreement continue beyond December 19, 2036 and that they shall each act in good faith to negotiate any successor agreement necessary a result of the renewal of the Authority's supply agreement with the City of Rochester.

8.1 This Agreement may be terminated as a result of a default of the terms herein, which said default continues for a period of fifteen (15) days ("cure period") after written notice of such default has been delivered to the defaulting Party and such Party has failed to cure the default during such cure period. If the default cannot be reasonably resolved during the cure period, the defaulting Party will be granted an extension of the cure period for not more than thirty (30) additional days, so long as the defaulting Party is exercising good faith efforts to resolve the default.

8.2 This Agreement may be terminated without cause by either Party upon advanced written notice of not less than twelve (12) months prior to the desired date of effectiveness of such termination.

9. **Indemnities, Liability, and Insurance.**

9.1. Each of the Parties hereto shall indemnify ("**Indemnifying Party**") and hold the other Party, its elected officials, officers, directors, board members, attorneys, employees, agents, administrators, successors, and assigns ("**Indemnified Parties**") harmless, to the fullest extent allowed by law, from and against any and all liability, damage, expense, cause of action, suits, claims, penalties, judgments or costs (including reasonable attorney fees), arising from injury to person or property, sustained by anyone, resulting from the respective operation of all or any part of its water infrastructure that is used in furtherance of supplying water as called for in this Agreement by the Indemnifying Party, when said damage or injury is caused by or is due to negligence attributable to the Indemnifying Party.

9.2. No Party shall be responsible to the other or to third parties, for damages or costs of any nature, relating to any failure of any Water Distribution System when such failure is occasioned through no fault of the other Party or by an act of God or by cause or event beyond reasonable control of the Parties.

10. **Contingencies**

10.1 This Agreement is contingent upon the contemporaneous and full execution of the

following documents, all of which the Parties acknowledge as being instrumental to one another and to carry-out the full intent of the Parties:

- Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority (attached hereto as “Appendix 1”)
- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the West/East End Improvements (attached hereto as “Appendix 2”)
- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the Rt. 5/20 Water Supply Line (attached hereto as “Appendix 3”)

11. Miscellaneous

- 11.1. The Parties shall designate one or more respective contact persons for purposes of day-to-day interpretation, communications, coordination, and administration of this Agreement. Initially, the representatives shall be the Village Director of Public Works and the Authority Executive Director. Any changes to these designations shall be immediately communicated to the other Party in writing. These representatives may designate other personnel within their respective organization to contact for specific reasons.
- 11.2. This Agreement shall be construed in accordance with the laws of the State of New York. The Parties acknowledge that the chosen law has a substantial relationship to the Parties and this Agreement and that a reasonable basis exists for the application of New York law. The Parties agree that any action to obtain injunctive or other relief shall be brought exclusively in the State Supreme Court in Livingston County, New York, and waive any objection to personal jurisdiction or inconvenient venue.
- 11.3. Any notices given pursuant to this Agreement will be deemed to have been given if by certified mail, return receipt requested, if:

To the Village: Village of Lima
7329 East Main Street
Lima, New York, 14485

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

- 11.4. No Party shall assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.
- 11.5. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party(ies) against whom it is asserted. Any consent by any Party(ies) to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such Party.
- 11.6. Except for the payment of amount when due hereunder, any Party(ies) shall be excused from failures or delays in delivery of performance hereunder if such failure or delay is attributable to a Force Majeure Event. For purposes of this Agreement, Force Majeure Event shall mean any fire, flood, storm, act of God, governmental authority interference, labor dispute, war or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected.
- 11.7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on all Parties. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and absent an original signature, shall constitute the original signature.
- 11.8. This Agreement will only become effective upon the substantial completion of the Town of Lima Water District #5 and LCWSA Regional Water Supply Project.
- 11.9. If any one of the provisions of this Agreement is rendered invalid by a court of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Agreement, which shall remain in full force and effect. Without limiting the generality of the foregoing, if a court determines that any restriction contained in this Agreement is unreasonable, such provision shall be deemed reformed to the minimum extent necessary to permit enforcement.
- 11.10. Each of the Parties represents that it/he/she is authorized to enter into this Agreement on his, her, or its own behalf. Each of the Parties acknowledges that he, she, or it has read this Agreement, has had an opportunity to discuss it with his, her, or its attorney or attorneys, understands this Agreement, and agrees to it by subscribing below.

12. Continuity with Other Agreements

12.1 The Parties acknowledge and agree that the efficacy of this Agreement is dependent upon the following agreements remaining in full force and effect during the term hereof:

- Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority (attached hereto as “Appendix 1”)
- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the Rt. 5/20 Water Supply Line (attached hereto as “Appendix 2”)
- Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the West/East End Improvements (attached hereto as “Appendix 3”)

12.2 The Parties agree that it is a continuing condition of this Agreement during its Term, that all of the agreements in 12.1 above remain in full force and effect.

12.3 The Parties agree that should any of the above agreements be terminated based on the provisions contained therein, such termination will have the effect of terminating all of the above agreements without the need for the terminating Party to place the other Party(ies) on notice of such termination.

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

[Remaining Space Left Blank; Signature Page to Follow]

VILLAGE OF LIMA

(SEAL)

By:_____

MAYOR

LIVINGSTON COUNTY WATER & SEWER
AUTHORITY

(SEAL)

By:_____

EXECUTIVE DIRECTOR

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

On _____, 2025, before me personally came John Skiptunas, to me known, who being by me duly sworn did depose and say that he/she is the Village Mayor of the **Village of Lima**, New York, the municipal corporation described in foregoing and acknowledged that he/she executed the same by order of such corporation.

Notary Public

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

On _____, 2025, before me personally came Jason Molino, to me known, who being by me duly sworn did depose and say that he/she is the Executive Director, of the **Livingston County Water and Sewer Authority**, the public benefit corporation described in foregoing and acknowledged that he/she executed the same by order of such corporation.

Notary Public

Exhibit A

MPR Lima Water District #5

Exhibit B

LCWSA Regional Water Supply Project Map

Appendix 1

Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County
Water and Sewer Authority

Appendix 2

Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of
Lima for the Rt. 5/20 Water Supply Line

Appendix 3

Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of
Lima for the West/East End Improvements

INTERMUNICIPAL OPERATION & MAINTENANCE AGREEMENT

between the

TOWN OF LIMA

and the

VILLAGE OF LIMA

(Rt. 5/20 Water Supply Line)

This Agreement entered into as of _____, 2025, by and between the **Town Board of the Town of Lima**, on its own behalf and on behalf of the **Town of Lima Water District No. 5 ("Town")**, having an office at 7329 East Main Street, Lima New York and the **Village of Lima**, a municipal corporation ("**Village**"), having an office at 7329 East Main Street, Lima New York. The Village and the Town may be collectively referred to herein as the "Parties" or individually as "Party".

WHEREAS, the Village is the owner and operator of a municipal water system which includes water transmission mains, water storage tank, pump station, fire hydrants, valves, water services, and water meters (the "**Village System**") and primarily serves the residents and customers of the Village, but also serves out-of-district water users/customers located outside the Village limits within the Town; and

WHEREAS, as part of a water improvement project in 2019 the Village completed various improvements and updates to the Village System (the "**2019 Improvement Project**"), specifically related to the installation of an emergency water supply main extension along NYS Rts. 5/ 20 in the Town, outside the Village, starting at Livonia Center Rd., traveling west to the Town of Avon/Lima line (the "**Rt. 5/20 Water Supply Line**"); and

WHEREAS, the Rt. 5/20 Water Supply Line was intended to benefit the Town of Avon and the Town and Village of Lima as an emergency water supply line, and on September 10, 2019 the Village of Lima, Town of Lima and Town of Avon entered into a Intermunicipal Agreement ("**2019 IMA**"), attached hereto as Exhibit "A", which details the relationship between the Town of Avon, Town of Lima and the use of the Rt. 5/20 Water Supply Line; and

WHEREAS, the Town of Lima has duly established the Town of Lima Water District No. 5 (hereafter "**Water District No. 5**"), pursuant to a Map, Plan and Report prepared by CPL, D.P.C. and dated January, 2025; and

WHEREAS, the Town, on behalf of Water District No. 5, intends to undertake certain capital infrastructure improvements within Water District No. 5, which will consist of the installation of approximately 87,000 linear feet of 8 inch and 12 inch PVC

water transmission mains and appurtenant improvements including fire hydrants, valves, water meters and water services, all as detailed in the January, 2025 Map, Plan and Report prepared by CPL, D.P.C., and that will comprise cumulatively the water distribution improvements located within the Town of Lima Water District No. 5. The detailed improvements that comprise the Water District No. 5 System are set forth in Exhibit “B” which is attached hereto and made a part hereof; and

WHEREAS, included as part of the improvements made for Water District #5 System, the Town shall cause the installation of approximately 18,000 linear feet of 12-inch water main along Poplar Hill Road from South Lima Road running north and connecting to the NYS Rt. 5/20 Water Supply Line, with the intent of converting the NYS Rt. 5/20 Water Supply Line from an emergency water supply main to a primary transmission main. The conversion of the NYS Rt. 5/20 Water Supply Line from an emergency water supply main to a primary transmission main requires the installation of a meter vault and master meter to be located in the vicinity of the intersection of NYS Rts. 5/20 and Livonia Center Rd.; a master meter in the existing vault at the Town of Avon/Lima line; and a pressure reducing valve located within the vicinity of the intersection of NYS Rts. 5/20 and Livonia Center Rd., all of which will be constructed as part of the Water District #5 improvements; and

WHEREAS, the Village has determined that it is in the best interest of the residents within Village of Lima, to enter into a long-term intermunicipal agreement with the Town of Lima, on behalf of Water District #5, for Water District #5 to operate and maintain the Rt. 5/20 Water Supply Line and to provide water delivery services for the benefit of the Town’s customers; and

WHEREAS, the Town, on behalf of Water District #5, has determined that it is in the best interest of its residents to enter into this long-term intermunicipal agreement for it to operate and maintain the Rt. 5/20 Water Supply Line on behalf of the Village and to serve certain Town customers that will be connected to the Rt. 5/20 Water Supply Line; and

WHEREAS, the Town has the legal authority to enter into this Agreement pursuant to NYS Town Law §64 6. and 198. 11., and NYS General Municipal Law §119-o.1.; and

WHEREAS, the Village has determined that it is in the best interest of its residents to enter into this long-term intermunicipal agreement for the Town to operate and maintain the Rt. 5/20 Water Supply Line and the Village has the legal authority to so pursuant to NYS General Municipal Law §119-o. 1. and NYS Village Law §4-412; and

WHEREAS, the Town and the Village desire to memorialize their long-term agreement, whereby the Town (through Water District No. 5) will maintain, operate, repair and replace the facilities and improvements known as the Rt. 5/20 Water Supply Line and will use such facilities to supply water directly to Town water users/customers located within the Town, but outside the Village limits.

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

1. Operation and Maintenance of Facilities; Commencement Date.

- 1.1 Beginning on the Commencement Date and continuing through the remainder of the Term, as defined below, the Town (through Water District #5) shall operate, maintain and repair the Rt. 5/20 Water Supply Line, together with any replacements, additions, betterments and improvements to the Rt. 5/20 Water Supply Line that may hereafter be furnished and/or installed during the Term of this Agreement, which include any interests in real property.
- 1.2 For purposes of this Agreement the "**Commencement Date**" shall be _____, 2025, unless a different date is mutually agreed upon in writing by the Town and the Village.

2. Rights and Obligations of the Town. The Town shall have the following rights and obligations with respect to the Rt. 5/20 Water Supply Line as of the Commencement Date:

- 2.1 The Town shall have the right to use the Rt. 5/20 Water Supply Line for the transmission of water to serve its current and future retail customers within the Town (including but not limited to its customers that will be connected to the Rt. 5/20 Water Supply Line), without the imposition of any rental, wheeling or other charges by the Village.
- 2.2 The Town shall have the right to provide for the connection of additional users to the Rt. 5/20 Water Supply Line during the term of this Agreement. All connection and usage fees paid by such users shall be paid to and be the property of the Town, except as otherwise provided herein.
- 2.3 The Town (through Water District No. 5) shall operate, maintain, repair and replace the Rt. 5/20 Water Supply Line, and any portions or extensions thereof, at its own cost and expense and at its own discretion, excepting that any planned maintenance, repair or improvement to such facilities shall be, to the greatest extent possible, coordinated with the Village in order to avoid any unnecessary interruption of service to Village water customers.
- 2.4 The Town shall have the right to sell water to its customers or any other municipality or water districts, whether wholesale or retail, through the Rt. 5/20 Water Supply Line, in accordance with the then current Town rate schedule, which is subject to periodic change by action of the Town Board. The right to sell water to other municipalities or water districts shall not impeded the ability of the Village to be supplied with adequate water to meet the needs of its customers, as provided for in the Water Supply Agreement between the Village and the Authority, that has been negotiated contemporaneously with this Agreement.
- 2.5 During the Term of this Agreement, the Town shall have the right, at its

own cost, to install additional or replacement facilities to the Rt. 5/20 Water Supply Line as the Town deems necessary or advisable to better serve its customers, subject to the approval of the Village, which shall not be unreasonably withheld. Legal title to any facilities installed by the Town to the Rt. 5/20 Water Supply Line, including any replacements thereto, shall vest in the Town.

- i. If at the end of the Term (as defined below), the Town has installed any improvements or infrastructure that are critical to the future maintenance or repair of the Rt. 5/20 Water Supply Line (hereafter “stranded improvements”), it is agreed that the Village shall be entitled to procure those stranded improvements at a reasonable market-based rate.
- ii. A reasonable market-based rate will be determined through the Village hiring, at the Village’s expense, an expert to provide an appraisal as to the value of the subject stranded improvements, which is to be shared with the Town. If the Town agrees to said valuation as the proposed sale price, the Village will have the option to purchase such stranded improvements and pay the agreed upon purchase price in installments amortized over a 20-year period at an interest rate of 1.25%.
- iii. In the alternative, if the Town does not agree with the valuation provided by the Village, the Town may hire an expert to prepare its own market value appraisal, which shall be done at the expense of the Town.
- iv. In the event the parties do not agree as to the Town installed improvements or infrastructure, the two appraisers will select and hire a third appraiser to provide an independent appraisal. The average of all three (3) appraisals shall be used as the fair market value and procurement price of the stranded improvements.

- 2.6 The Town shall at all times maintain casualty and liability insurance coverage on the Rt. 5/20 Water Supply Line and shall at the request of the Village, add the Village as an additional insured with regard to such insurance coverage.

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

- 3.1 The Village shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the Rt. 5/20 Water Supply Line, other than those stranded improvements made pursuant to section 2.5 above.
- 3.2 The Village shall assign to the Town the benefit of all construction and/or service warranties held by the Village covering the Rt. 5/20 Water Supply Line construction, and the Village may retain a joint right to enforce any such warranties.

- 3.4 The Village shall be responsible for payment of all debt service associated with the Rt. 5/20 Water Supply Line installed pursuant to the 2019 Improvement Project.

4. Supply of Water

- 4.1 It is understood and agreed that neither the Town nor the Village make any guarantee as to pressure, quantity or continuity of water service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the negligence, fault or neglect of either the Town or the Village, its agents, servants, employees, contractors, sub-contractors, and/or assigns. In the event of an emergency or other necessity, the Town shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Town's sole discretion. In all cases, other than emergencies, the Town shall give the Village written notice 48 hours prior to any shut-off or flow reduction. The Town shall restore service and make water available as soon as it can reasonably do so.
- 4.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the Town to the customers connected to the Rt. 5/20 Water Supply Line shall be in accordance with and governed in all respects by this Agreement and the Town's rules and regulations for the sale of water, and any charges, amendments or revisions thereof.

5. Collection of Water Charges

- 5.1 As of the Commencement Date or the completion of all Water District #5 improvements pursuant to the January, 2025 Map, Plan and Report of CPL, D.P.C., whichever is later, the Town shall be responsible for providing water to the retail customers being served by the Rt. 5/20 Water Supply Line (which such customers shall be considered customers of the Town from the Commencement Date forward) and the Village (pursuant to the Supply Agreement with the Village).
- 5.2 As of the Commencement Date, the Town shall be entitled to collect all fees, charges and assessments related to its customers directly served by the Rt. 5/20 Water Supply Line.

6. Term of Agreement

- 6.1 The Term of this Agreement will be for a period of 40-years from the Commencement Date.

- 6.2 This Agreement may be terminated as a result of a default of the terms herein, which said default continues for a period of fifteen (15) days (“**Cure Period**”) after written notice of such default has been delivered to the defaulting Party and such Party has failed to cure the default during such cure period. If the default cannot be reasonably resolved during the cure period, the defaulting Party will be granted an extension of the cure period for not more than thirty (30) additional days, so long as the defaulting Party is exercising good faith efforts to resolve the default.
- 6.3 This Agreement may be terminated without cause by either Party upon advanced written notice of not less than twelve (12) months prior to the desired date of effectiveness of such termination.
- 6.4. Upon the expiration of the Term or early termination as set forth in 6.2 or 6.3 above, unless the parties agree otherwise, the Town shall return to the Village the Rt. 5/20 Water Supply Line as operated and maintained, including any warranty information. In addition, the Village shall have the right, if it determines it to be in the public interest, to acquire from the Town any stranded improvements pursuant to Sections 2.5 herein, as installed by the Town. Acquisition of such stranded improvements shall be at the cost and expense of the Village. The value of such additional facilities shall be determined pursuant to Section 2.5 above.
- 6.5 Notwithstanding the provisions of Section 6.2, the Village shall not have the right to acquire from the Town any water delivery infrastructure and appurtenant improvements owned by the Town if such infrastructure and appurtenant improvements are used by the Town to provide water services to other Town customers, unless to the satisfaction of the Town, adequate provisions are made for continuing service to Town customers consistent with the Town’s obligations.
- 6.6 In the event that this Agreement terminates and the Village takes back Operation and Maintenance of the Rt. 5/20 Water Supply Line contracted hereunder, the Village and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the Town or a written agreement establishing rights for the joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its customers and the Town will be able to use the facilities owned by the Village to meet the Town’s obligations to furnish water services to its customers. Such an arrangement will address, as necessary, the rights of the Town and Village to use the each other’s facilities, and the terms for such use. If the parties have failed to reach agreement six (6) months prior to the date when operation and maintenance of the Rt. 5/20 Water Supply Line is to revert to the Village, the Village and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

7. Representations, Warranties and Indemnification

- 7.1 The Village and the Town each represent and warrant that it has full power and authority necessary to execute this Agreement and perform in accordance with its terms.
- 7.2 The Village represents and warrants that there are no liens, judgments, claims or other liabilities associated with Rt. 5/20 Water Supply Line that would impede or affect the interest of the Town as created hereunder.
- 7.3 The Village hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the Rt. 5/20 Water Supply Line and that arose prior to the Commencement Date.
- 7.4 The Town hereby agrees to indemnify and hold the Village harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the Rt. 5/20 Water Supply Line and that arises after the Commencement Date and during the Term of this Agreement.

8. Contingencies

- 8.1 This Agreement is contingent upon the contemporaneous and full execution of the following documents, all of which the Parties acknowledge as being instrumental to one another and to carry-out the full intent of the Parties:
 - Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority (attached hereto as “Appendix 1”)
 - Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the West/East End Improvements (attached hereto as “Appendix 2”)
 - Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as “Appendix 3”)

9. Miscellaneous

- 9.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Town to customers located within the Town shall be in accordance with and governed in all respects by Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, and any other applicable laws, rules or regulations, including reasonable rules and

regulations of the Town.

- 9.2 If performance under this Agreement by any Party 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.
- 9.3 No Party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained. However, it is expressly recognized by the Village that the Town has previously entered into a long-term lease agreement with the Livingston County Water and Sewer Authority (“Authority”), whereby the Authority operates and maintains the Town’s water system and provides service to the Town’s water customers. It is further agreed that the Village hereby consents to the Town amending such lease agreement with the Authority so that it includes the Authority operating and maintaining the improvements constructed as part of Water District No. 5 and serving the Town customers therein, should the Town elect to do so.
- 9.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.5 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.
- 9.6 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

10. Continuity with Other Agreements

- 10.1 The Parties acknowledge and agree that the efficacy of this Agreement is dependent upon the following agreements remaining in full force and effect during the term hereof:
- Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority (attached hereto as “Appendix 1”)
 - Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the West/East End Improvements (attached hereto as “Appendix 2”)
 - Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as “Appendix 3”)
- 10.2 The Parties agree that it is a continuing condition of this Agreement during its Term, that all of the agreements in 10.1 above remain in full force and effect.
- 10.3 The Parties agree that should any of the above agreements be terminated based on the provisions contained therein, such termination will have the effect of terminating all of the above agreements without the need for the terminating Party to place the other Party(ies) on notice of such termination.

[Remaining Space Left Blank; Signature Page to Follow]

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

VILLAGE OF LIMA

By: _____
John Skiptunas, Mayor

Date: _____

TOWN OF LIMA

By: _____
Mike Falk, Supervisor

Date: _____

EXHIBIT A

Intermunicipal Agreement (2019 IMA)

EXHIBIT B

MPR Town of Lima Water District #5

Appendix 1

Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority

Appendix 2

Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the
West/East End Improvements

Appendix 3

Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority

INTERMUNICIPAL OPERATION & MAINTENANCE AGREEMENT

between the

VILLAGE OF LIMA

and the

TOWN OF LIMA

(West/East End Improvements)

This Agreement entered into as of _____, 2025, by and between the **Village of Lima**, a municipal corporation ("**Village**"), having an office at 7329 East Main Street, Lima New York and the Town Board of the Town of Lima, on its own behalf and on behalf of the **Town of Lima Water District No. 5** ("**Town**"), having an office at 7329 East Main Street, Lima New York. The Village and the Town may be collectively referred to herein as the "Parties" or individually as "Party".

WHEREAS, the Village is the owner and operator of a municipal water system which includes water transmission mains, water storage tank, pump station, fire hydrants, valves, water services, and water meters (the "**Village System**") and primarily serves the residents and customers of the Village, but also serves out-of-district water users/customers located outside the Village limits within the Town; and

WHEREAS, the Town of Lima has duly established the Town of Lima Water District No. 5 (hereafter "**Water District No. 5**"), pursuant to a Map, Plan and Report prepared by CPL, D.P.C. and dated January, 2025; and

WHEREAS, the Town, on behalf of Water District No. 5, intends to undertake certain capital infrastructure improvements within Water District No. 5, which will consist of the installation of approximately 87,000 linear feet of 8 inch and 12 inch PVC water transmission mains and appurtenant improvements including fire hydrants, valves, water meters and water services, all as detailed in the January, 2025 Map, Plan and Report prepared by CPL, D.P.C., and that will comprise cumulatively the water distribution improvements located within the Town of Lima Water District No. 5 (the "**Town System**"). The detailed improvements that comprise the System are set forth in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, included as part of the improvements made for Water District #5, the Town shall cause the replacement/installation of approximately ~3,900 linear feet of 12-inch water main along NYS Rt. 5/20 from the westerly Village line, west to its intersection with Livonia Center Rd. (the "**West End Main Street Improvements**"), and the replacement/installation of approximately ~2,400 linear feet of 12-inch water main along Rt. 5/20 from the easterly Village line, east to the vicinity of York Street, Lima (the "**East End Main Street Improvements**"), all of which are collectively referred to "**West/East End**

Improvements”. The West/East End Improvements are intended to replace two (2) existing sections of water main were previously installed and owned by the Village of Lima, which serve out-of-district water customers in the Town. The West/East End Improvements are set forth in Exhibit “B” hereto; and

WHEREAS, the Town has determined that it is in the best interest of the residents within Town of Lima Water District No. 5, to enter into a long-term intermunicipal agreement with the Village, for the Village to operate and maintain the West/East End Improvements and provide water delivery services for the benefit of the Town’s out-of-district Village customers; and

WHEREAS, the Village has determined that it is in the best interest of its residents to continue to serve certain out-of-district Town customers that will be connected to the West/East End Improvements, and to enter into a long-term intermunicipal agreement for it to operate and maintain such West/East End Improvements on behalf of the Town.

WHEREAS, the Village has the legal authority to enter into an operation and maintenance agreement for the West/East End Improvements with the Town pursuant to NYS General Municipal Law §119-o. 1. and NYS Village Law §4-412; and

WHEREAS, the Town has the legal authority to enter into an operation and maintenance agreement with the Village for the West/East End Improvements pursuant to NYS Town Law §64 6. and 198. 11., and NYS General Municipal Law §119-o.1.; and

WHEREAS, the Town and the Village desire to memorialize their long-term agreement, wherein the Village will maintain, operate, repair and replace the facilities and improvements known as the West/East End Improvements, will supply water directly to water users/customers located within the Town, but outside the Village limits, and will permit the transmission of water through the Village System to be distributed to other Town water districts.

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

1. Operation and Maintenance of Facilities; Commencement Date.

- 1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Village shall operate, maintain and repair the West/East End Improvements, together with any replacements, additions, betterments and improvements that may hereafter be furnished and/or installed during the Term of this Agreement, which include any interests in real property.
- 1.2 For purposes of this Agreement the "**Commencement Date**" shall be _____, 2025, unless a different date is mutually agreed upon in writing by the Town and the Village.

2. Rights and Obligations of the Village. The Village shall have the following rights and

obligations with respect to the West/East End Improvements as of the Commencement Date:

- 2.1 The Village shall have the right to use the West/East End Improvements for the transmission of water to serve its current and future retail customers within the Village water delivery infrastructure area (including but not limited to its out-of-district customers that will be connected to the West/East End Improvements), without the imposition of any rental, wheeling or other charges by the Town.
- 2.2 The Village shall have the right to provide for the connection of additional out-of-district users to the West/East End Improvements during the term of this Agreement. All connection and usage fees paid by such out-of-district users shall be paid to and be the property of the Village, except as otherwise provided herein.
- 2.3 The Village shall operate, maintain, repair and replace the West/East End Improvements, and any portions or extensions thereof, at its own cost and expense and at its own discretion, excepting that any planned maintenance, repair or improvement to such facilities shall be, to the greatest extent possible, coordinated with the Town in order to avoid any unnecessary interruption of service to Town water customers, including those serviced by the Livingston County Water and Sewer Authority (“**Authority**”) pursuant to any lease between the Town and Authority .
- 2.4 The Village shall sell water to its out-of-district customers connected to the West/East End Improvements in accordance with the then current Village rate schedule, which is subject to periodic change by action of the Village Board of Trustees.
- 2.5 Pursuant to NYS Real Property Tax Law §406, the Village shall not be required to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or made upon the West/East End Improvements, since the use of the West/East End Improvements is a public use.
- 2.6 During the Term of this Agreement, the Village shall have the right, at its own cost, to install additional or replacement facilities to the West/East End Improvements as the Village deems necessary or advisable to better serve its customers, subject to the approval of the Town, which shall not be unreasonably withheld. Legal title to any facilities installed by the Village after initial construction/installation by the Town of the West/East End Improvements, including any replacements thereto, shall vest in the Village.
 - i. If at the end of the Term (as defined below), the Village has installed any improvements or infrastructure that serve only those customers served within the geographic proximity to the West/East End Improvements (hereafter “stranded improvements”), it is agreed that the Town of Lima Water District No. 5 shall be entitled to procure those stranded improvements at a reasonable market-based rate.

- ii. A reasonable market-based rate will be determined through the Town hiring, at the Town's expense, an expert to provide an appraisal as to the value of the subject stranded improvements, which is to be shared with the Village. If the Village agrees to said valuation as the proposed sale price, the Town will have the option to purchase such stranded improvements and pay the agreed upon purchase price in installments amortized over a 20 year period at an interest rate of 1.25%.
 - iii. In the alternative, if the Village does not agree with the valuation provided by the Town, the Village may hire an expert to prepare its own market value appraisal, which shall be done at the expense of the Village.
 - iv. In the event the parties do not agree as to the Village installed improvements or infrastructure, the two appraisers will select and hire a third appraiser to provide an independent appraisal. The average of all three (3) appraisals shall be used as the fair market value and procurement price of the stranded improvements.
- 2.7 The Village shall at all times maintain casualty and liability insurance coverage on the West/East End Improvements and shall at the request of the Town, add the Town as an additional insured with regard to such insurance coverage.

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

- 3.1 The Town shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the West/East End Improvements, other than those undertaken pursuant to the January, 2025 Map, Plan and Report by CPL, D.P.C. and those stranded improvements made pursuant to section 2.6 above.
- 3.2 The Village shall not resell or redistribute water supplied through the West/East End Improvements to any other municipality or water districts, whether wholesale or retail, without the prior written consent of the Town. In an emergency, the Town will not unreasonably withhold such consent.
- 3.3 The Town may assign to the Village the benefit of all construction and/or service warranties held by the Town covering the West/East End Improvements, and the Town may retain a joint right to enforce any such warranties.
- 3.4 The Town shall be responsible for payment of all debt service associated with the West/East End Improvements installed pursuant to the January, 2025 Map, Plan and Report by CPL, D.P.C. as part of the Water District No. 5 project improvements.

4. Supply of Water

- 4.1 It is understood and agreed that neither the Town nor the Village make any guarantee as to pressure, quantity or continuity of water service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the carelessness, fault or neglect of the Village, its agents, servants, employees, contractors, sub-contractors, and/or assigns. In the event of an emergency or other necessity, the Village shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Village's sole discretion. In all cases, other than emergencies, the Village shall give the Town written notice 48 hours prior to any shut-off or flow reduction. The Village shall restore service and make water available as soon as it can reasonably do so.
- 4.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the Village to the customers within the West/East End Improvements shall be in accordance with and governed in all respects by this Agreement and the Village's rules and regulations for the sale of water, and any charges, amendments or revisions thereof.

5. Collection of Water Charges

- 5.1 As of the Commencement Date or the completion of the West/East End Improvements being constructed pursuant to the January, 2025 Map, Plan and Report of CPL, D.P.C., whichever is later, the Village shall be responsible for providing water to the retail (non-municipal) customers being served by the West/East End Improvements, and such customers shall be considered out-of-district customers of the Village from the Commencement Date forward.
- 5.2 As of the Commencement Date, the Village shall be entitled to collect all fees, charges, assessments and claims related to the non-municipal, retail customers directly served by the West/East End Improvements.

6. Customer Change Over

- 6.1 As of the Commencement Date, the Parties agree that the Town water customer located 1574 Rochester Street, Lima will become an out-of-district Village customer. The Village will assume all responsibility for water billing and collection related to said customer. The Village may charge the customer the Village Rate Schedule then in effect and amended from time to time by the Village.
- 6.2 As of the Commencement Date, the Parties agree that Village customers located at 6755 West Main Rd., Lima and 1984 Livonia Center Rd., Lima will become Town water customers. The Town will assume all responsibility for water billing and collection related to such customers. The Town may charge

the customer the Town Rate Schedule then in effect and amended from time to time by the Town.

7. Term of Agreement

- 7.1 The Term of this Agreement will be for a period of 40-years from the Commencement Date.
- 7.2 This Agreement may be terminated as a result of a default of the terms herein, which said default continues for a period of fifteen (15) days (“**Cure Period**”) after written notice of such default has been delivered to the defaulting Party and such Party has failed to cure the default during such cure period. If the default cannot be reasonably resolved during the cure period, the defaulting Party will be granted an extension of the cure period for not more than thirty (30) additional days, so long as the defaulting Party is exercising good faith efforts to resolve the default.
- 7.3 This Agreement may be terminated without cause by either Party upon advanced written notice of not less than twelve (12) months prior to the desired date of effectiveness of such termination.
- 7.4. Upon the expiration of the Term or early termination as set forth in 7.2 or 7.3 above, unless the parties agree otherwise, the Village shall return to the Town the West/East End Improvements as operated and maintained, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from the Village any stranded improvements pursuant to Sections 2.6 herein, as installed by the Village. Acquisition of such stranded improvements shall be at the cost and expense of the Town. The value of such additional facilities shall be determined pursuant to Section 2.6 above.
- 7.5 Notwithstanding the provisions of Section 6.2, the Town shall not have the right to acquire from the Village any water delivery infrastructure and appurtenant improvements owned by the Village if such infrastructure and appurtenant improvements are used by the Village to provide water services to other Village customers, unless to the satisfaction of the Village, adequate provisions are made for continuing service to Village customers consistent with the Village’s obligations.
- 7.6 In the event that this Agreement terminates and the Town takes back Operation and Maintenance of the West/East End Improvements contracted hereunder, the Village and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the other or a written agreement establishing rights for the joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its customers and the Village will be able to use the facilities owned by the Town to meet the Village’s obligations to furnish water services to its customers. Such an arrangement will address, as necessary, the rights of the Town and Village to use the each

other's facilities, and the terms for such use. If the parties have failed to reach agreement six (6) months prior to the date when the West/East End Improvements are to be surrendered to the Town, the Village and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

8. Representations, Warranties and Indemnification

- 8.1 The Town represents and warrants to the Village that it has taken all necessary steps and followed all lawful procedures relating to the formation of the Town of Lima Water District No. 5, including, but not limited to obtaining any necessary approval of the New York State Comptroller.
- 8.2 The Town represents and warrants that it has full power and authority necessary to execute this Agreement and perform in accordance with its terms.
- 8.3 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the formation of Water District no. 5 that would impede or affect the interest of the Village as created hereunder.
- 8.4 The Town hereby agrees to indemnify and hold the Village harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the West/East End Improvements and that arose prior to the Commencement Date.
- 8.5 The Village hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the West/East End Improvements and that arises after the Commencement Date and during the Term of this Agreement.

9. Contingencies

- 9.1 This Agreement is contingent upon the contemporaneous and full execution of the following documents, all of which the Parties acknowledge as being instrumental to one another and to carry-out the full intent of the Parties:
 - Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority (attached hereto as "Appendix 1")
 - Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the Rt. 5/20 Water Supply Line (attached hereto as "Appendix 3")
 - Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as

10. Miscellaneous

- 10.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Village to out-of-district customers located within the Town shall be in accordance with and governed in all respects by Subpart 5-1, Public Water Supplies of the New York State Sanitary Code, and any other applicable laws, rules or regulations, including reasonable rules and regulations of the Village.
- 10.2 If performance under this Agreement by any Party 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.
- 10.3 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.
- 10.5 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.
- 10.6 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.
- 10.7 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

11. Continuity with Other Agreements

- 11.1 The Parties acknowledge and agree that the efficacy of this Agreement is dependent upon the following agreements remaining in full force and effect during the term hereof:
- Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority (attached hereto as “Appendix 1”)
 - Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the Rt. 5/20 Water Supply Line (attached hereto as “Appendix 2”)
 - Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as “Appendix 3”)
- 11.2 The Parties agree that it is a continuing condition of this Agreement during its Term, that all of the agreements in 11.1 above remain in full force and effect.
- 11.3 The Parties agree that should any of the above agreements be terminated based on the provisions contained therein, such termination will have the effect of terminating all of the above agreements without the need for the terminating Party to place the other Party(ies) on notice of such termination.

[Remaining Space Left Blank; Signature Page to Follow]

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

VILLAGE OF LIMA

By: _____
John Skiptunas, Mayor

Date: _____

TOWN OF LIMA

By: _____
Mike Falk, Supervisor

Date: _____

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS UNDER CONTRACT

The replacement/installation of approximately 3,900 linear feet of 12-inch water main along Rt. 5/20 from the Village line west to the Livonia Center Rd., Lima intersection (the “West End Main Street Improvements”).

The replacement/installation of approximately 2,400 linear feet of 12-inch water main along Rt. 5/20 from the Village line east to the vicinity of York Street, Lima (the “East End Main Street Improvements”).

The proposed action includes the installation of 12-inch water main to replace existing water main originally installed by the Village to provide potable water and fire service. Fire hydrants will be located every 700 feet along the proposed water main. Gate valves will be installed every 1,200 feet and at every branch connection.

Water services (long and short side) will be provided for all properties requiring a service, from the water main to the property line. Water meters will also be provided, along with residential meet pits for properties over 150-feet from the right-of-way line.

EXHIBIT B

MAP OF PROJECT AREA

Appendix 1

Intermunicipal Agreement between the Village of Lima, Town of Lima and Livingston County Water and Sewer Authority

Appendix 2

Intermunicipal Operation and Maintenance Agreement between the Village of Lima and Town of Lima for the
Rt. 5/20 Water Supply Line

Appendix 3

Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority



RESOLUTION NO. 2025 - 55

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON
COUNTY WATER AND SEWER AUTHORITY TO EXECUTE AN INTERMUNICIPAL
AGREEMENT WITH THE VILLAGE OF LIMA AND TOWN OF LIMA**

November 19, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2025 - 56

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE LIVINGSTON
COUNTY WATER AND SEWER AUTHORITY TO EXECUTE A WATER SUPPLY
AGREEMENT WITH THE VILLAGE OF LIMA**

November 19, 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: November 7, 2025

Subject: Water Meter Replacement – Town of Springwater water system

1. **Action Requested:** Authority Board approval for the purchase and installation of new Neptune water meters for the Town of Springwater water customers.

2. **Background:**

Springwater Water Meters

Currently the Town of Springwater has 157 Sensus iPERL water meters for all water customers. The Sensus iPERL meters installed in the Springwater system are constructed from a composite polymer. The current meters are 8-10 years old. These meters are read by a manual touch read process, which requires maintenance staff to physically connect a reading device to an exterior touch pad on each customer's home/property to unload water usage data. The preparation to read water meters requires Authority billing staff to preload customers into the reading device prior to maintenance staff reading meters in the field. In order to read water meters in Springwater maintenance staff have to walk and physically connect to each touch pad on the side of each customer's home/property.

In total, time required by maintenance and bill staff to read 157 meters and process water meter readings for billing is approximately 20-30 hours per quarter, or \$1,000 - \$1,500 in staff time commitment. This time has varied over the past three quarters due to varying challenges with reading meters and uploading and processing the correct data. This is partly due to Sensus meters having compatibility issues with the Authority's meter reading software.

Authority Water Meters

Currently the Authority has standardized with Neptune E-coder R900i water meters. The Neptune E-coder meters are installed with all Authority customers and are constructed of copper and composite polymer. These meters are read through wireless connection in which maintenance staff drive near each customer's home/property. Meter reading with wireless connection allows maintenance staff to read water usages without leaving or stopping their vehicle.

In total, the time required by maintenance and bill staff to read over 4,000 water meters and process water meter reading for billing is less than 25 hours per quarter.

Replacing Springwater Water Meters

Reading water meters manually requires the commitment of additional maintenance and office staff time to complete and process. In addition, reading water meters with an exterior touch pad increases the probably of error during the meter reading process, which often requires the maintenance staff to read specific customers. In 2021-2022 the Authority converted over 2,300 of its remaining water customers (4,000 in total) to wireless connection meter reading for the purpose of saving staff time. In total once the conversion to all wireless connection meter reading was completed, the Authority gained an additional full-time equivalent maintenance staff member, increasing our field operation productivity.

Considering travel time to and from Springwater, staff time to read meters manually and process billing, changing to Neptune water meters in Springwater will save over 100 hours of staff time annually and decrease the probably of errors during the meter reading and billing process.

Changing out Springwater water meters was intended as a future project in the next several years, it is recommended that the Authority make the change now to improve operational efficiency and reduce staff costs for reading and processing water meters. It is recommended that the Authority purchase 157 Neptune water meters to be installed with all Springwater water customers. Like the Authority's efforts in 2022, the Authority will coordinate and schedule meter replacements with all customers. It will likely take approximately 6 months to have all water meters replaced in Springwater, allowing Authority staff to read meters in less than two hours, which includes driving time to and from Springwater.

3. Financial Implications:

The current cost of a residential ¾" Neptune water meter along with the necessary tail pieces, check valve and washers needed for installation is approximately \$380.00. It should be noted that the local vendor for Neptune meters has advised that the cost of meters will increase in January 2026 but has not identified the exact increase amount other than an estimated 5%-10%.

It is estimated that meter pits need to be installed with five (5) customers due to the water service lateral exceeding 150' or certain conditions existing with the customers structure requiring an external meter pit for water meter location. A meter pits costs \$1,030.00.

In total, purchasing 157 water meters and the necessary equipment/materials for installation and five (5) meter pits equals \$64,810.00.

It is recommended that \$65,000.00 be appropriated from the Water Capital Reserve for the purchase of water meters and meter pits for a water meter change out in the Town of Springwater. It is also recommended that the Authority charge each water customer a \$15/quarter meter charge starting in 2027 to repay the Water Capital Reserve for expenditures related to the water meter change out over the next seven years. This will ensure that other Authority customers are not paying for the replacement of water meters in Springwater.



RESOLUTION NO. 2025 - 57

RESOLUTION TO USE \$65,000 FROM THE WATER CAPITAL RESERVE FUND FOR THE PURCHASE OF WATER METERS AND APPURTENANCES FOR THE SPRINGWATER WATER SYSTEM

WHEREAS, On or about January 13, 2025 the Livingston County Water & Sewer Authority ("Authority") assumed operational and maintenance responsibility for the Town of Springwater ("Springwater") water system ("Water System") which included water meter reading and water/sewer billing services; and

WHEREAS, the Town had previously installed Sensus water meters, and the Authority has previously standardized and installed Neptune water meters with all Authority customers; and

WHEREAS, The current Sensus water meters use a manual touch pad for meter reading, requiring extensive maintenance and billing staff time to read meters and process meter reads for billing purposes;

WHEREAS, The current Neptune water meters can be read with wireless technology, significantly reducing maintenance staff time to read meters, and the Neptune water meters are compatible with the Authority's existing investment in meter reading software making water/sewer billing more efficient; and

WHEREAS, After evaluating the current water meter reading and billing process for Springwater water customers, it has been determined that changing out the Sensus water meters with Neptune water meters will save over 100 hours annually in maintenance and billing staff time to read water meters and process water bills, and now therefore, be it

RESOLVED, The Livingston County Water and Sewer Authority Board approves the use of \$65,000.00 in Water Capital Reserve funds for the purchase of water meters and needed appurtenances to change all Springwater water customers water meters to Neptune water meters, and be it further,

RESOLVED, The Executive Director, or his designee, is approved to procure said water meters and appurtenances, and be it further,

RESOVLED, That the Livingston County Water and Sewer Authority Board intends to charge Springwater water customers a water meter charge of \$15.00 per quarter over the upcoming seven (7) years to repay the Water Capital Reserve fund for material costs for the water meter change out and will incorporate said water meter charge into the 2027 Budget.

November 19, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:



RESOLUTION NO. 2025 - 58

RESOLUTION CLASSIFYING THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (LCWSA) REGIONAL WATER SUPPLY PROJECT IN LIVINGSTON COUNTY AS A TYPE I ACTION, ESTABLISHING LEAD AGENCY AND DETERMINING THE SIGNIFICANCE OF SUCH ACTION, AND DIRECTING THAT THE NEGATIVE DECLARATION BE PUBLISHED IN ACCORDANCE WITH SEQRA

WHEREAS, the Livingston County Water & Sewer Authority (the "LCWSA") has proposed a regional water project, also referred to as the Leicester/York Regional Water Supply Expansion Project (the "Project") designed to supply potable water to the communities impacted by the Retsof Salt Mine collapse, primarily the Town of Leicester and redundant water supply connections to the Town's of Avon, Mt. Morris, Geneseo and York. The project will also have the ability to provide potable water to the Villages of Avon, Geneseo, Mt. Morris and Leicester, Towns of Groveland, Livonia, Lima and Letchworth State Park; and

WHEREAS, the project includes the following primary components:

- Upgrades to the LCWSA Hemlock Pump Station.
- Installation of new water transmission mains in the Town of Livonia along Vanzandt Road, Bronson Hill Road, Poplar Hill Road, and Rt. 15.
- Installation of a new water transmission main running along South Lima Road in the Towns of Lima, Livonia, and Avon.
- Installation of new water transmission mains running along Park Road, River Road, Caledonia Road, Canandaigua Road, Cuyler Road, Jones Bridge Road, Wheelock Road, Gibsonville Road and Perry Road in the Town of Leicester.
- Installation of a new water transmission main running along Rt 63 and Jones Bridge Road in the Town of Geneseo.
- Installation of a new water transmission main running along Rt 63 Abele Road in the Town of Groveland.
- Replacement of water mains running along East Avenue and Summer Street in the Village of Livonia.
- Replacement of the 10-inch transmission main running along Big Tree Road in the Town of Livonia.
- Installation of a new water storage tank in the Town of Leicester.
- Installation of a new pump station in the Town of Leicester.

WHEREAS, The Livingston County Water and Sewer Authority previously communicated its intention to serve as Lead Agency for purposes of review under the New York State Environmental Quality Review Act ("SEQRA") of the proposed Project/action and circulated a Lead Agency Notice along with Part 1 of the Full Environmental Assessment Form ("FEAF") and other supporting documentation to all Involved Agencies; and

WHEREAS, On September 15, 2025, two agencies, the Village of Mt. Morris (“Village”) and Town of Mt. Morris (“Town”) disputed LCWSA’s communicated intent to be designated and act as Lead Agency; and

WHEREAS, On September 19, 2025 the LCWSA submitted a formal petition to the Commissioner of New York State Department of Environmental Conservation (“NYS DEC”), requesting the Commissioner designate LCWSA as Lead Agency under SEQR for the proposed Project/action, as provided for in Part 617 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, specifically, 6 NYCRR §617.6 (b) (5); and

WHEREAS, The Village and Town submitted letters to the NYS DEC, dated October 24, 2025, and October 28, 2025, respectively, stating they did not want to be Lead Agency for the proposed Project/action; and

WHEREAS, On November 12, 2025, the NYS DEC determined that the dispute has been withdrawn from consideration based on the letters submitted by the Village and Town, and that the Commissioner’s Office would not be responding to the Lead Agency dispute and accordingly, as established through coordinated review, Livingston County Water and Sewer Authority should proceed as the Lead Agency for the proposed Project/action; and

WHEREAS, All other Involved Agencies have consented to the Livingston County Water and Sewer Authority’s request to be designated Lead Agency for the required environmental review under SEQRA, and now therefore be it,

RESOLVED, that the Livingston County Water and Sewer Authority declares itself to be Lead Agency for the Project and therefore responsible for complying with the procedural and substantive requirements of SEQRA and ultimately determining whether an Environmental Impact Statement is required in conjunction therewith; and be it further

RESOLVED, that based upon the review by the Livingston County Water and Sewer Authority Board of Directors (the “Board”) of Part 1 of the FEAF and the requirements of 6 NYCRR §617.4, the Board hereby finds and determines that the proposed action is a “Type I Action” under SEQRA; and be it further

RESOLVED, that in reviewing Parts 1, 2 and 3 of the FEAF, the Board has taken the requisite “hard look” at the proposed Project/action as it relates to the criteria 6 NYCRR §617.7 (c) and when compared against those criteria has determined:

- (i) there will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) there will not be large quantities of vegetation or fauna removed from the site or destroyed as the result of the proposed action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the proposed action; there will not be a significant impact upon habitat areas on the site; there are no known threatened or endangered species of animal or plant, or the habitat of such species; or, are there any other significant adverse impacts to natural resources on the site of the planned improvements;
- (iii) there are no known Critical Environmental Area(s) on the site of the planned improvements which will be impaired as the result of the proposed action;

- (iv) the overall intent and installation of the planned improvements is not inconsistent with any participating municipalities' Comprehensive Plan or zoning/ land use recommendations;
- (v) the site of the planned improvements is will not negatively impact an identified archaeological sensitive area;
- (vi) there will not be an increase in the use of either the quantity or type of energy resulting from the proposed action;
- (vii) there will not be any hazard created to human health;
- (viii) there will not be a change in the use of active agricultural lands that receive an agricultural use tax exemption or that will ultimately result in the loss of ten acres of such productive farmland;
- (ix) there will not be a larger number of persons attracted to the site of the planned improvements for more than a few days when compared to the number of persons who would come to the site absent the action;
- (x) there will not be created a material demand for other actions that would result in one of the above consequences;
- (xi) there will not be changes in two or more of the elements of the environment that when considered together result in a substantial adverse impact; and
- (xii) there are not two or more related actions which would have a significant impact on the environment; and be it further

RESOLVED, that the proposed action, if undertaken, is not one that may include the potential for at least one significant adverse environmental impact, nor will it result in an actual significant adverse or negative environmental impact; and be it further

RESOLVED, that because of the above findings and determinations (and those specific and detailed findings as set forth in Part 2 of the FEAF which are incorporated herein by reference), no Draft Environmental Impact Statement need be prepared; and be it further

RESOLVED, that this determination constitutes a negative declaration for purposes of SEQRA and it has been prepared in accordance with Article 8 of the Environmental Conservation Law; and be it further

RESOLVED, a copy of this resolution shall be placed on file in the office of the Livingston County Water and Sewer Authority, where the same shall be available for public inspection during business hours and such notice of negative declaration shall be filed in such offices, posted in such places and published in such manner as shall be necessary to conform to the requirements of SEQRA.

November 19, 2025

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☐ Yes ☐ No or Village Board of Trustees		
b. City, Town or Village ☐ Yes ☐ No Planning Board or Commission		
c. City, Town or ☐ Yes ☐ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☐ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	□ Yes □ No
b. Is the use permitted or allowed by a special or conditional use permit?	□ Yes □ No
c. Is a zoning change requested as part of the proposed action? If Yes,	□ Yes □ No
i. What is the proposed new zoning for the site? _____	
C.4. Existing community services.	
a. In what school district is the project site located? _____	
b. What police or other public protection forces serve the project site? _____	
c. Which fire protection and emergency medical services serve the project site? _____	
d. What parks serve the project site? _____ _____	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? _____	
b. a. Total acreage of the site of the proposed action?	_____ acres
b. b. Total acreage to be physically disturbed?	_____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	_____ acres
c. Is the proposed action an expansion of an existing project or use? □ Yes □ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? □ Yes □ No	
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? □ Yes □ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? □ Yes □ No	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated	_____
• Anticipated commencement date of phase 1 (including demolition)	_____ month _____ year
• Anticipated completion date of final phase	_____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____ _____	

f. Does the project include new residential uses? ☐ Yes ☐ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes ☐ No ☐
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No ☐
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No ☐
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No ☐
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐
- Do existing lines serve the project site? ☐ Yes ☐ No ☐

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No ☐
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No ☐
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No ☐
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No ☐
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____	☐ Yes ☐ No ☐ Yes ☐ No	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____		
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____		
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____		
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☐ No	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)		☐ Yes ☐ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? Yes No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: _____ _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____ _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ _____ • Operation: _____ _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ _____ • Operation: _____ _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. ☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and covertypes on the project site.			
Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☐ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	☐ Yes ☐ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☐ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	☐ Yes ☐ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No - If yes, DEC site ID number: _____ - Describe the type of institutional control (e.g., deed restriction or easement): _____ - Describe any use limitations: _____ - Describe any engineering controls: _____ - Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No - Explain: _____ _____
E.2. Natural Resources On or Near Project Site
a. What is the average depth to bedrock on the project site? _____ feet
b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %
d. What is the average depth to the water table on the project site? Average: _____ feet
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site ☐ Moderately Well Drained: _____ % of site ☐ Poorly Drained _____ % of site
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____ % of site ☐ 10-15%: _____ % of site ☐ 15% or greater: _____ % of site
g. Are there any unique geologic features on the project site? ☐ Yes ☐ No If Yes, describe: _____ _____
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: - Streams: Name _____ Classification _____ - Lakes or Ponds: Name _____ Classification _____ - Wetlands: Name _____ Approximate Size _____ - Wetland No. (if regulated by DEC) _____
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____
i. Is the project site in a designated Floodway? ☐ Yes ☐ No
j. Is the project site in the 100-year Floodplain? ☐ Yes ☐ No
k. Is the project site in the 500-year Floodplain? ☐ Yes ☐ No
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☐ No If Yes: i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☐ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☐ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☐ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☐ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

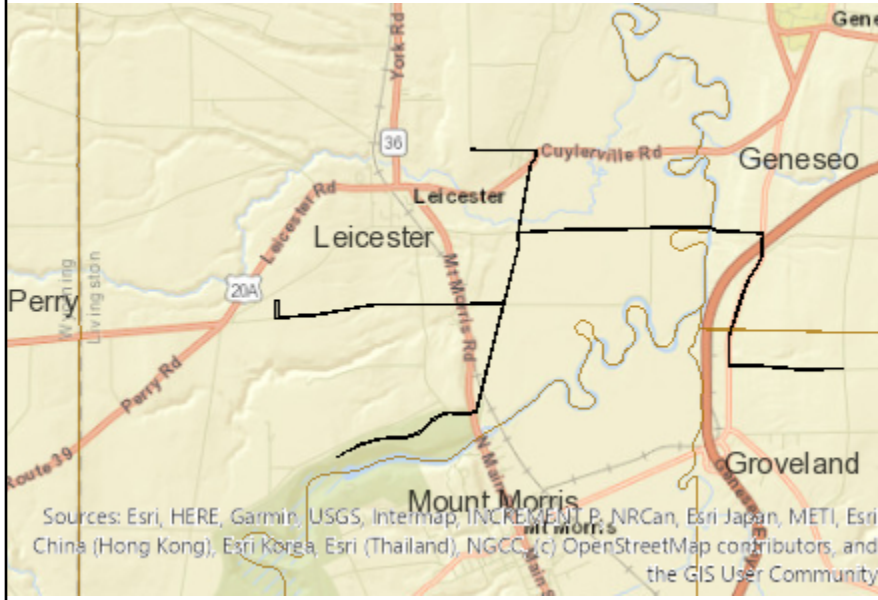
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____



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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-199, 821-2, 821-200, 821-203, 821-208, 821-299
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes

E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Canaseraga Creek, Lower, and minor tribs - Aluminum
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Rich Sloping Fen, Hemlock-Northern Hardwood Forest, Shale Cliff and Talus Community
E.2.n.i [Natural Communities - Acres]	2.28, 2400.69, 427.4
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Emory's Sedge, Ohio Goldenrod, Davis' Sedge, Brown Bog Sedge, Peregrine Falcon, Bald Eagle, Green Floater
E.2.p. [Rare Plants or Animals]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI001, LIVI002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Letchworth State Park, Williamsburg Cemetery, National Hotel, Sweet Briar
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

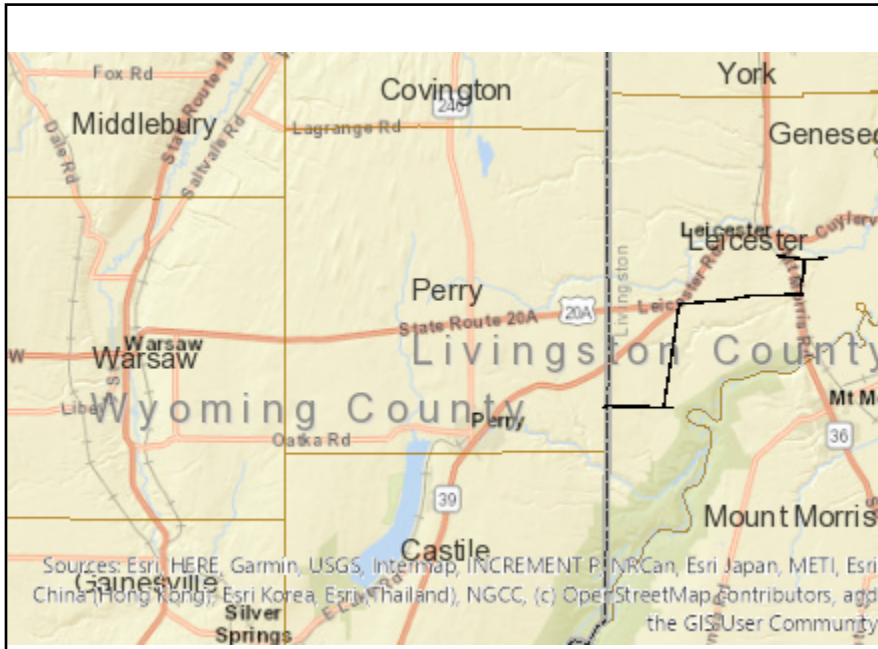


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C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-180, 821-177
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Lake/Pond Name]	821-181

E.2.h.iv [Surface Water Features - Lake/Pond Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:STRUCTURES #52, 52A, AND 52B
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

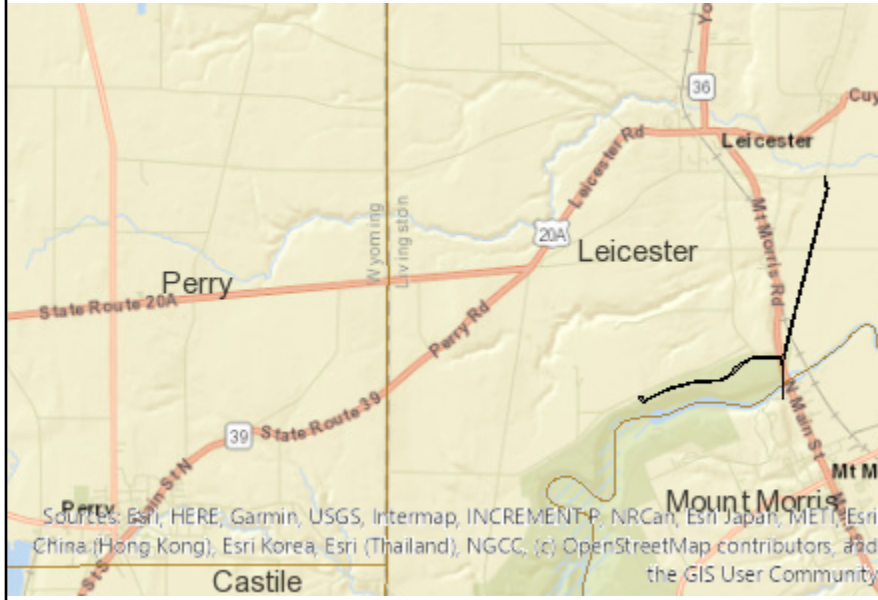


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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-200, 821-302
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Hemlock-Northern Hardwood Forest, Shale Cliff and Talus Community
E.2.n.i [Natural Communities - Acres]	2400.69, 427.4
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Green Gentian
E.2.p. [Rare Plants or Animals]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI001, WYOM003
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Letchworth State Park
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-200, 821-299, 821-3
E.2.h.iv [Surface Water Features - Stream Classification]	C, A
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Rich Sloping Fen, Hemlock-Northern Hardwood Forest, Shale Cliff and Talus Community
E.2.n.i [Natural Communities - Acres]	2.28, 2400.69, 427.4
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Emory's Sedge, Ohio Goldenrod, Brown Bog Sedge, Peregrine Falcon, Bald Eagle, Green Floater
E.2.p. [Rare Plants or Animals]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:MT MORRIS HYDROSTATION #160, Letchworth State Park
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	Yes
E.3.i.i. [Designated River Corridor - Name]	Genesee River



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B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	821-127, 821-128
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes

E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Hemlock Lake Outlet and minor tribs - Fecal Coliforms;Total Phosphorus;water_level_flow
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	LIVI002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form

Part 2 - Identification of Potential Project Impacts

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐		
h. Other impacts: _____ _____		☐	☐		

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☐ NO ☐ YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☐ YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
	☐ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☐ NO ☐ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☐ YES <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3g, E3f E3e, E3f, E3g, E1a, E1b E3e, E3f, E3g, E3h, C2, C3	☐ ☐ ☐	☐ ☐ ☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If “Yes”, answer questions a - f. If “No”, go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If “Yes”, answer questions a - e. If “No”, go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If “Yes”, answer questions a - f. If “No”, go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i>			
		☐ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

SEQR Long Form Part 2

1. Impact on Land

Land disturbances will be within road right of ways, municipally owned property and easements. The anticipated construction schedule assumes that the project will be completed in Phases, between installation of water mains, construction of pump stations, and erecting of water storage tanks. Construction is anticipated to take place beginning in August 2025 through December 2027. While the project will be completed in phases and over a longer period, this is unavoidable due to the scope of the project and recent supply chain issues.

While Part 2 of the FEAF indicates a potential moderate to large impact, this will be mitigated by the implementation of erosion and sediment control measures and post-construction restoration. These mitigation measures will be implemented throughout the entirety of construction of the project. The implementation of a Stormwater Pollution Prevention Plan (SWPPP) for each phase of the project will further reduce potential impacts.

In some areas of construction, vegetation will be removed through clearing and grubbing methods in order to install water main. Post construction restoration procedures will be used to mitigate potential increased erosion in these locations.

Restoration will be required to take place with 14-days of disturbance for the installation of the water mains, to ensure that expansive areas are not left exposed and susceptible to erosion. This will also ensure that the disruption to the public is minimal.

3. Impact on Surface Water

Part 2 of the FEAF indicates a potential moderate to large impact, which is primarily due to the installation of water main under the Genesee River. Mitigation efforts will include:

- Work for the project may occur within or adjacent to Federal or State regulated waterbodies. Water mains will be directionally bored underneath regulated waterbodies including streams and the Genesee River, ensuring the stream and river beds are not disturbed.
- Locations of proposed pumping stations and water storage tanks will be selected to avoid impacts to wetland areas so as to avoid any change from existing conditions. Temporary impacts to the NYSDEC-regulated 100 foot wetland buffer are anticipated during construction of each phase of the project. No direct impact to the adjacent state regulated freshwater wetland are anticipated.
- Prior to construction, the owner will submit a Joint Application for Permit (Nationwide Permit Preconstruction Notification) to the United States Army Corps of Engineers to obtain authorization. The Joint Application will also be submitted to the NYSDEC.
- Stormwater runoff generated during construction will be managed in accordance with SPDES General Permit for Stormwater Discharge from Construction Activity.

5. Impact on Flooding

7. Impact on Plants and Animals

8. Impact on Agricultural Resources

Construction of the water main is anticipated to take place within public road right of ways for the majority of the project. However, based on site features and existing utilities, some locations may require construction to take place within easements within Agricultural districts and adjacent to working crop fields.

Part 2 of the FEAF indicates a potential moderate to large impact due to the potential for construction within or adjacent to active farm fields. This will be mitigated through the following efforts:

- A Preliminary and Final Notice of Intent will be submitted to the Department of Agriculture and Markets for the portions of the project located within the Agricultural District.
- Construction will follow the guidelines established by the Department of Agriculture and Markets.

10. Impact on Historic and Archeological Resources

Impacts to historic and archeological resources were considered by reviewing the New York State Office of Parks, Recreation and Historic Preservation (SHPO) online Cultural Resource Information System (CRIS). Based on a review, ‘Westerly’ was identified as a listing on the State or National Register of Historic Places in the vicinity of the project. The site is not located within the affected construction area and no impact by the project is anticipated.

Based on review of CRIS, the project area is located with multiple areas designated by SHPO as “sensitive for the presence of archeological resources.” The majority of the project will occur within existing road right of ways or municipally owned property that have been previously disturbed from installation of existing utilities. Documentation of each phase of the project will be submitted to SHPO to evaluate the specific impact of each construction activity and to ensure the project will have no effect upon any historic or cultural resources in the area.

14. Impact on Energy

The project will result in minimal increase in electrical demand to power the pumping stations. No significant adverse impacts are anticipated.

15. Impact on Noise, Odor, and Light

Construction activities for each phase will generate temporary increases in local background noise. These impacts will be short term, lasting only during construction phase activities. No noise impacts from operations are anticipated.

New lighting will be provided on the proposed pump stations and water storage tanks, but they will follow local building codes by using down lighting to ensure neighbors are not impacted.

SEQR EAF Long Form Part 3

A review of potential environmental impacts supporting the Type I determination is provided below:

1. Impact on Land

Land disturbances will be within road right of ways, municipally owned property and easements. The anticipated construction schedule assumes that the project will be completed in Phases, between installation of water mains, construction of pump stations, and erecting of water storage tanks. Construction is anticipated to take place beginning in August 2025 through December 2027. While the project will be completed in phases and over a longer period, this is unavoidable due to the scope of the project and recent supply chain issues.

While Part 2 of the FEAF indicates a potential moderate to large impact, this will be mitigated by the implementation of erosion and sediment control measures and post-construction restoration. These mitigation measures will be implemented throughout the entirety of construction of the project. The implementation of a Stormwater Pollution Prevention Plan (SWPPP) for each phase of the project will further reduce potential impacts.

In some areas of construction, vegetation will be removed through clearing and grubbing methods in order to install water main. Post construction restoration procedures will be used to mitigate potential increased erosion in these locations.

Restoration will be required to take place with 14-days of disturbance for the installation of the water mains, to ensure that expansive areas are not left exposed and susceptible to erosion. This will also ensure that the disruption to the public is minimal.

2. Impact on Geological Features

The project will not affect any unique or unusual landforms on the site, as no such geological features are located on the project site.

3. Impact on Surface Water

Part 2 of the FEAF indicates a potential moderate to large impact, which is primarily due to the installation of water main under the Genesee River. Mitigation efforts will include:

- Work for the project may occur within or adjacent to Federal or State regulated waterbodies. Water mains will be directionally bored underneath regulated waterbodies including streams and the Genesee River, ensuring the stream and river beds are not disturbed.
- Locations of proposed pumping stations and water storage tanks will be selected to avoid impacts to wetland areas so as to avoid any change from existing conditions. Temporary impacts to the NYSDEC-regulated 100 foot wetland buffer are anticipated during

construction of each phase of the project. No direct impact to the adjacent state regulated freshwater wetland are anticipated.

- Prior to construction, the owner will submit a Joint Application for Permit (Nationwide Permit Preconstruction Notification) to the United States Army Corps of Engineers to obtain authorization. The Joint Application will also be submitted to the NYSDEC.
- Stormwater runoff generated during construction will be managed in accordance with SPDES General Permit for Stormwater Discharge from Construction Activity.

4. Impact on Groundwater

Some construction (pipe trenching, excavation) may occur in areas where the shallow groundwater table is less than 3-feet below ground surface, in poorly to moderately well-drained soils. Dewatering activities will be conducted in accordance with standard construction practices and applicable regulations. As previously indicated, construction-related activities will be conducted in accordance with the SPDES General Permit for Stormwater Discharges from Construction Activity.

5. Impact on Flooding

No new above grade structures are proposed in flood plains. Pre-existing grades will be restored upon the completion of installation activities.

6. Impacts on Air

The project does not include state regulated air emission sources.

7. Impact on Plants and Animals

The Northern Long-eared Bat and Monarch Butterfly are identified as federally listed endangered species or threatened species with known or likely occurrences in Livingston County. Any tree clearing activities that are proposed will take place according to guidance from the NYSDEC during select times of the year to protect the bat population.

8. Impact on Agricultural Resources

Construction of the water main is anticipated to take place within public road right of ways for the majority of the project. However, based on site features and existing utilities, some locations may require construction to take place within easements within Agricultural districts and adjacent to working crop fields.

Part 2 of the FEAF indicates a potential moderate to large impact due to the potential for construction within or adjacent to active farm fields. This will be mitigated through the following efforts:

- A Preliminary and Final Notice of Intent will be submitted to the Department of Agriculture and Markets for the portions of the project located within the Agricultural District.

- Construction will follow the guidelines established by the Department of Agriculture and Markets.

9. Impact on Aesthetic Resources

The project is located in the Towns of Avon, Lima, Livonia, Groveland, Mt. Morris, Leicester, Geneseo and York. Construction activities will be visible to passers-by during the construction phase. Construction related impacts will be short term and temporary. The completed project will have no impact to aesthetic resources.

10. Impact on Historic and Archeological Resources

Impacts to historic and archeological resources were considered by reviewing the New York State Office of Parks, Recreation and Historic Preservation (SHPO) online Cultural Resource Information System (CRIS). Based on a review, 'Westerly' was identified as a listing on the State or National Register of Historic Places in the vicinity of the project. The site is not located within the affected construction area and no impact by the project is anticipated.

Based on review of CRIS, the project area is located with multiple areas designated by SHPO as "sensitive for the presence of archeological resources." The majority of the project will occur within existing road right of ways or municipally owned property that have been previously disturbed from installation of existing utilities. Documentation of each phase of the project will be submitted to SHPO to evaluate the specific impact of each construction activity and to ensure the project will have no effect upon any historic or cultural resources in the area.

11. Impact on Open Space and Recreation

The project will not occur on space designated by New York State or local municipalities as an open space.

12. Impact on Critical Environmental Areas

The project will not occur in any areas categorized as Critical Environmental Areas by NYSDEC.

13. Impact on Transportation

The project will not have an adverse impact on existing transportation systems. Traffic may be reduced to one lane or detoured during construction. Contractors will be required to prepare and implement a Maintenance and Protections of Traffic Plan. Pre-existing traffic patterns will be restored after construction is complete.

14. Impact on Energy

The project will result in minimal increase in electrical demand to power the pumping stations. No significant adverse impacts are anticipated.

15. Impact on Noise, Odor, and Light

Construction activities for each phase will generate temporary increases in local background noise. These impacts will be short term, lasting only during construction phase activities. No noise impacts from operations are anticipated.

New lighting will be provided on the proposed pump stations and water storage tanks, but they will follow local building codes by using down lighting to ensure neighbors are not impacted.

16. Impact on Human Health

The project will have a positive impact on human health in the community, providing consistent, reliable, healthy treated potable water to more residents.

17. Consistency with Community Plans

The proposed project is not a “development”, but simply a project to supply a new source of water to areas in the County. Each municipality will have the opportunity to expand distribution systems after the completion of the project, but they are typically governed by Department of Agriculture and Markets guidelines and local community plans.

18. Consistency with Community Character

The project is consistent with the existing community character.

September 19, 2025

Amanda Lefton, Commissioner
NYS Department of Environmental Conservation
625 Broadway – 14th Floor
Albany, NY 12233-1010

Re: Livingston County Water and Sewer Authority
Request to designate Lead Agency pursuant to 6 NYCRR 617.6 (b) (5)

Dear Commissioner Lefton,

The Livingston County Water and Sewer Authority (“LCWSA”) is making this formal petition requesting that you designate LCWSA as Lead Agency to conduct an environmental review of the proposed LCWSA Regional Water Supply Project (“Project”) under the New York State Environmental Quality Review Act (“SEQR”), as provided for in Part 617 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, specifically, 6 NYCRR §617.6 (b) (5). The Village of Mount Morris (“Village of Mt. Morris”) and the Town of Mount Morris (“Town of Mt. Morris”) by letter dated September 15, 2025, oppose this designation. **Any comments or response relating to this request must be forwarded to the Commissioner within 10 calendar days of receipt of this request.**

The LCWSA believes that the facts submitted below support your determination that LCWSA is the most appropriate agency to undertake the Lead Agency responsibility of ensuring a thorough and proper environmental review and determination regarding the Project. Application of the criteria in 6 NYCRR §617.6 (b) (5) supports LCWSA’s position. First, the proposed Project includes water distribution improvements that traverse multiple towns and villages throughout Livingston County, making it a regional project. Because of its diverse experience in water projects throughout Livingston County, LCWSA is in the best position to analyze the anticipated regional impacts associated with the Project. Second, LCWSA has the broadest authority to investigate and analyze the proposed action. Third, LCWSA has the resources, expertise and greatest regional knowledge of available water resources, existing water storage and delivery infrastructure and the varying degrees of need for additional potable water supply within the numerous municipalities participating in the project, including the needs of LCWSA’s own customers, which will allow it to thoroughly analyze the impacts of the Project. The Village and Town of Mt. Morris have not identified any anticipated local impacts that form the basis for its objection. Even if the Village and the Town of Mt. Morris were to identify local impacts associated with the Project, such impacts are likely to be limited to temporary construction impacts of the nature that the LCWSA addresses on a regular basis.

LONG FORM ENVIRONMENTAL ASSESSMENT FORM, LEAD AGENCY REQUEST AND
OBJECTION DISPUTING AGENCY

LCWSA initiated an environmental review to study the potential impacts of the Project with the assistance of CPL Architects, Engineers and Landscaper Architect, D.P.C. (“CPL”). On August 14, 2025, CPL and LCWSA prepared a Full Environmental Assessment Form (“FEAF”) Part I and circulated it to nineteen (19) governmental agencies, all of which were identified as potentially involved agencies pursuant to 6 NYCRR

617.2. In its submission, LCWSA notified recipients of its desire and intent to act as Lead Agency for purposes of the SEQR review.

The list of potentially involved agencies that received the FEAF and notice of intent to act as Lead Agency is attached as Exhibit “A”.

Six (6) potentially involved agencies responded to LCWSA’s Lead Agency intent notification. The Town of Avon, the New York State Historic Preservation Office, the Livingston County Department of Health and the New York State Department of Transportation consented to LCWSA assuming Lead Agency status. The Village and Town of Mt. Morris objected to LCWSA assuming Lead Agency status but did not indicate that either sought to serve as Lead Agency, nor did they indicate another entity to serve in that capacity. The Village and Town of Mt. Morris communications are enclosed for your review as Exhibit “B”.

HISTORY OF PROPOSED PROJECT/ACTION

In February 2022, the Livingston County Board of Supervisors authorized¹ LCWSA to develop a water supply project to benefit communities impacted by the Akzo Nobel salt mine collapse but also to serve and support the public drinking water needs of neighboring municipalities. The Akzo Nobel salt mine collapse occurred on March 12, 1994, when the ceiling of a 500 by 500-foot underground chamber gave way. As a result of that collapse, methane and hydrogen sulfide gases escaped and ground water flowed into the collapsed area from an aquifer several hundred feet above. Within a quarter mile of the collapse, the lower confined aquifer that crossed the mine experienced a 350-foot water-level decline, with additional aquifer decline experienced further away as well.

The primarily impacted municipalities of the collapse are the Towns of Leicester and York and secondarily, the Towns of Geneseo, Mt. Morris and Avon (“Impacted Communities”).

Throughout 2022, LCWSA and its engineering consultants, worked to develop a proposed regional water supply project. In September 2022, LCWSA issued an Engineering Report² providing an overview and recommendation for the regional water project. This report focused on options to provide increased potable water supply to the Impacted Communities as well as achieving regional water goals. The report detailed various aspects of potable supply, transmission, distribution and storage necessary to achieve the goal of increased water capacity throughout Livingston County. Through an examination of the existing water systems in Livingston County, existing water rates, and current and future anticipated demands, multiple alternatives were developed and evaluated to determine the best solution to assist the areas impacted by the Akzo Nobel salt mine collapse, as well as the likely increase in demand for potable water due to growing populations within Livingston County.

¹ On February 9, 2022 (County Resolution 2022-066) the Livingston County Board of Supervisors approved a memorandum of agreement with the LCWSA to provide project management and oversight assistance for the Project, including serving as Lead Agency for SEQRA review.

² Final Engineering Report for the Livingston County Water and Sewer LCWSA, Leicester/York Regional Water Supply Expansion, Published September 8, 2022. Authored by CPL. <https://lcwsa.us/wp-content/uploads/2023/01/Regional-Water-Project.pdf>

LCWSA, as the Lead Agency for this planning phase, examined multiple alternatives in an effort to provide water to as many residents as possible, while considering several variables including cost, customer gain, water rates, potential development, energy efficiency, and the potential for intermunicipal cooperation. After considering many possible versions of a significant multi-jurisdictional water project, LCWSA proposed the LCWSA Regional Water Supply Project. As originally charged by the County, the primary goal of the Project is to provide enhanced public drinking water infrastructure and supply for the Impacted Communities, as well as supporting regional interests of providing greater access to affordable, safe drinking water for all participating municipalities.

In December 2022, LCWSA was awarded a \$5,000,000 grant for the Project through the NYS Environmental Facilities Cooperation Water Infrastructure Investment Act (the “WIIA”) program for the Project.

Throughout 2023 and 2024, LCWSA worked with its municipal partners to finalize the project scope, which included improved pump stations, the installation of approximately 25 miles of new transmission and distribution piping, a new water storage tank in the Town of Leicester and Total Trihalomethanes (“TTHM”) removal systems in the Leicester water tank. Additionally, the Project provided for improved interconnections between the existing LCWSA water distribution facilities and multiple partnering agencies, including the NYS Department of Parks, Recreation and Historic Preservation (“OPRHP”), for Letchworth State Park, the Livingston County Center for Nursing and Rehabilitation, and the Livingston County Murray Hill Campus, located within the Town of Mount Morris. An amendment³ to the original Engineering Report was issued March 2024, further refining the scope of the Project.

In September 2024, LCWSA was awarded a \$1,000,000 grant for the Project from the Local Government Efficiency (LGE) grant program, through the New York State Department of State.

In November 2024, LCWSA was awarded a \$14,320,000 grant for the Project from the New York State Environmental Facilities Corporation Intermunicipal (IMG) grant program, along with interest free loans⁴ through New York State Drinking Water Revolving Loan Fund.

In July 2025, the LCWSA was awarded a \$1,000,000 grant for the Project from the Northern Border Regional Commission (NBRC)⁵ grant program, a Federal-State partnership for economic and community development in northern Maine, New Hampshire, Vermont, and New York.

The most recent updates to the Project, as outlined in the SEQR Long-form Part 1, 2 and 3, dated August 14, 2025, include revised transmission main routes that provide new redundant water source interconnections

³ Livingston County Water and Sewer LCWSA, Leicester/York Regional Water Supply Expansion Engineering Report Amendment #1, Published March 2024. Authored by CPL. <https://lcwsa.us/wp-content/uploads/2024/05/2024-05-17-ER-Amendment-1-Full.pdf>

⁴ In December 2022 the Board of Supervisors by County Resolution 2022-448, supported the LCWSA’s special legislation request to amend the Public Authorities Law increasing the LCWSA’s debt limit from \$42,000,000 to \$70,000,000, citing the Project as one of the primary reasons for the increase in the debt limit. The amendment to the Public Authorities Law was signed into law by the NYS Governor on September 15, 2023.

⁵ The Commission was enacted by U.S. Congress through the 2008 Farm Bill which amended 40 US Code to include the creation of the NBRC as well as similar Commissions nationwide.

to partnering municipalities, including the ability to serve all of the Impacted Communities (Towns of Avon, Geneseo, Mt. Morris, Leicester and York) with a new independent water source⁶. The Project will have a significant positive impact for a great number of people that visit, live and work in Livingston County.

PRIMARY COMPONENTS OF PROJECT/ACTION

The primary components of the Project, as outlined in the SEQR Long-form Parts 1, 2 and 3 include:

Transmission Main - The increase in pumping capacity of LCWSA to distribute more water from its Hemlock Lake (City of Rochester) source, westward throughout the County is achieved by adding a supplementary pump to the existing LCWSA pump station in Livonia, and replacing and upsizing existing LCWSA distribution pipes, in addition to planned transmission main systems across the northern part of the County. In total, the pipe installation is 133,920 linear feet (25.4 miles). See map attached as Exhibit "C".

Water Quality - Water quality is a crucial component of the Project to ensure all customers, across all municipal boundaries, have access to safe drinking water. A TTHM removal system will be installed at a newly constructed Leicester water tank. This will assist with addressing outstanding EPA administrative orders in both the Town of Leicester and Letchworth State Park, as the new Leicester tank will serve Town of Leicester and Letchworth State Park customers. This compliments LCWSA's recent improvements to four existing water storage tanks that will, with the additional Project improvements, ultimately feed the northern, central and western part of Livingston County.

In addition, the new Leicester water tank will be located strategically to provide better water pressure to Leicester residents, Letchworth State Park patrons and the County Murray Hill Campus. The new proposed Leicester water tank will be upsized to 0.75MG, providing additional fire flow capacity to the Town of Leicester, Letchworth State Park and the County Murray Hill Campus.

Customers Served - The proposed transmission mains will serve 185-230 new customers located in the Towns of Livonia, Lima, Avon, Groveland and Leicester. Most notably, the proposed Project will have the ability to provide potable drinking water to over 800,000 visitors annually to Letchworth State Park, 265 residents at the Livingston County Center for Nursing and Rehabilitation and approximately 700 employees at the County Murray Hill Campus.⁷ In addition, the planned infrastructure improvements will facilitate the future possibility for additional towns and villages to connect to the LCWSA system, whether as a primary, supplementary or emergency water source.

It should be noted that the proposed transmission mains in the Town of Leicester will provide safe drinking water for an additional 50 properties that have been negatively impacted by the Akzo Nobel Salt Mine collapse. Currently those properties experience poor water quality and quantity, many times rendering private wells inadequate or unsafe, requiring homeowners to haul potable water from off-site.

⁶ All of the infrastructure improvements of the Project outlined in the August 14, 2025 SEQR Long-form, once constructed, will be operated and maintained by LCWSA.

⁷ An Intergovernmental Agreement for Water Infrastructure Improvements and Potable Water Supply between OPRHP and the LCWSA has been approved and is pending Office of State Comptroller and Office of Attorney General execution. In addition, while Livingston County has expressed interest in connecting the Murray Hill Campus to LCWSA's water distribution system made possible by the Project, no water supply agreement has been executed between LCWSA and Livingston County to date.

Lastly, the Project proposes an interconnection to the Town of Lima's newly created water district, that, once constructed, will serve both the Town and Village of Lima (1,200 customers) with Hemlock sourced water while maintaining a redundant connection to the Monroe County Water Authority system.

Redundancy and Interconnections – Once constructed, the Project will create a large looped water system benefitting customers of the LCWSA and participating municipalities, with water flowing around the County to the north, as well as through existing transmission mains in the central portion of the County. This will create the opportunity for many of the participating communities to have emergency back-up water supplies, alleviating some of the existing and potential water quality and quantity concerns throughout the County. The proposed project provides the opportunity for new interconnections between the LCWSA distribution system and the Village of Avon water treatment facility, Town/Village of Mount Morris, Village of Lima, Village of Leicester, Town of Lima, Town of Avon, and Town of York, while enhancing existing interconnections with additional available capacity to the Village of Geneseo water treatment facility and Town of Geneseo system. These improvements provide for greater flow, redundancy, and interconnectivity amongst all participating municipalities. The Project also provides a new independent redundant water source (Hemlock Lake) to all five Impacted Communities.

In summary the LCWSA Regional Water Supply Project has several purposes: 1) to address the limited supply of potable drinking water in the LCWSA's northern, central and western systems by installing new transmission mains, pump station improvements and a water storage tank; 2) create substantial interconnection opportunities for other municipalities that have constrained or limited water supply sources, thereby increasing overall water systems reliability; 3) ensure water availability for consumption, residential and non-residential purposes and firefighting uses; 4) provide enough high quality potable water to LCWSA customers within the Retsoff Salt mine collapse impacted area; and 5) enhance redundancy in the regional water systems by making available a new independent water source.

REGULATORY SETTING AND JURISDICTIONAL CLAIMS – 6 NYCRR 617.6 (b)(5)(ii)

LCWSA:

LCWSA is a public benefit corporation and a public district (as defined by NYS Public Service Law §89-L) that has the authority, through its enabling legislation (found in NYS Public Authorities Law Article 5, Title 8-G), to plan, fund, approve, build, operate and maintain water and sewerage facilities throughout Livingston County, New York. LCWSA currently operates and maintains three wastewater treatment plants, approximately 50 miles of sanitary sewer collection and conveyance piping, 45 sewage pump stations, one water treatment plant, approximately 150 miles of water distribution and transmission piping, 13 water storage tanks, 4 booster pump stations, and 8 re-chlorination stations. LCWSA provides water and sewer services to over 7,000 accounts located within the Village of Livonia and portions of the Towns of Avon, Caledonia, Conesus, Geneseo, Groveland, Leicester, Lima, Livonia, Mt. Morris, Sparta, and Springwater.

Since 2019, LCWSA has managed over \$15,000,000 of water and sewer capital improvements to its own infrastructure within multiple towns and villages throughout Livingston County and has managed the temporary impacts associated with those projects. Between 2025 and 2030, LCWSA has \$60,000,000 of additional water and sewer infrastructure improvements planned, including this Project. These improvements

include, but are not limited to, the installation of over 28 miles of water pipe, construction of a new 2-million-gallon water tank and the replacement of 45 sewer lift stations.

By way of §1199-bbbb of its enabling legislation, the Livingston County Water and Sewer Authority *District* was defined and established to “embrace all of the territory located within the county of Livingston, including the disputing agencies the Village and Town of Mt. Morris.

Pursuant to §1199-cccc of its enabling legislation, the LCWSA, in “...the carrying out of its powers, purposes and duties are in all respects for the benefit of the people of the county and state for the improvement of their health, welfare and prosperity and that such purposes are public purposes and that the authority [LCWSA] is and will be performing and essential governmental function in the exercise of the powers conferred upon it by this title.”

LCWSA, as the Project sponsor, has jurisdiction over each component of the Project. Under the balancing of public interest approach adopted by the Court in *Matter of the County of Monroe v. City of Rochester* (72 N.Y.2d 338 (1988)), if proposed LCWSA activities are consistent with its legislative purpose as set forth in its enabling legislation, and are in furtherance of its essential governmental function of operating a public water supply system, LCWSA is not required to obtain land use approval from a Town or Village prior to undertaking the activities.

The Project, as currently proposed, may require permits and approval from each of the municipalities listed below in order to proceed as designed:

- Village of Mount Morris, local road opening permit
- Town of Livonia, local road opening permit
- Town of Lima, local road opening permit
- Town of Avon, local road opening permit,
- Town of Groveland, local road opening permit
- Town of Geneseo, local road opening permit
- Town of Leicester, local road opening permit
- Village of Livonia, local road opening permit
- Livonia Central School District, utility easement
- Livingston County Highway Department, local road opening permit
- Livingston County Public Health Department, design for pump station, water storage tank and transmission mains
- New York State Department of Health, design for pump station, water storage tank and transmission mains
- New York State Department of Transportation, permit for utility work in State roadways
- New York State Parks Recreation and Preservation, State Historic Preservation Office clearance
- New York State Department of Environmental Conservation, wetland and water body crossings
- New York State Environmental Facilities Corporation, approval of design plans
- New York State Department of Agriculture and Markets, notice of intent
- U.S. Army Corps of Engineers, wetland and water body crossings

Notably, with the exception of the Village and Town of Mt. Morris (which arguably have less potential for involvement in the Project than any other potentially Involved Agency), none of the other Involved Agencies have objected to the LCWSA acting as Lead Agency

VILLAGE OF MT. MORRIS:

Based on the likely design parameters, it is anticipated that the Village of Mt. Morris will have limited jurisdiction over the proposed action, related only to the issuance of a local road opening permit. The Village of Mt. Morris will have no other approval authority with regard to the Project.

TOWN OF MT. MORRIS:

The Town of Mt. Morris provided no response other than not consenting to LCWSA as Lead Agency. However, none of the proposed Project will require Town of Mt. Morris permitting or approvals, therefore the Town of Mt. Morris is not considered an Involved Agency.

APPLICABLE REVIEW STANDARD

6 NYCRR 617.6 (b) (5) (v) establishes the criteria pursuant to which the Commissioner shall designate a Lead Agency in the event of dispute and petition by one or more disputing agencies. Such criteria are listed below in order of importance:

1. Whether the anticipated impacts of the action being considered are primarily of statewide, regional or local significance (*i.e.*, if such impacts are of primarily local significance, all other considerations being equal, the local agency involved will be Lead Agency);
2. Which agency has the broadest governmental powers for investigation of the impacts of the proposed action; and
3. Which agency has the greatest capability for providing the most thorough environmental assessment of the proposed action.

DISCUSSION OF APPLICABLE REVIEW CRITERIA

First Criterion – *The anticipated impacts are regional in nature.* The proposed Project is a regional and multi-jurisdictional endeavor that involves significant infrastructure improvements within multiple distinct towns and villages that will allow LCWSA to bring a new source of water from the east side of Livingston County to serve multiple communities in the northerly, central and westerly part of the County. Every day, LCWSA operates and maintains intra-county water storage and distribution systems that cross multiple town and village and jurisdictional boundaries, and that allow it to provide potable drinking water throughout a significant portion of Livingston County. Any local impacts, such as temporary construction impacts, traffic control, road openings or directional drilling impacts are concerns that LCWSA manages on a regular basis resulting from a number of capital water and sewer improvement projects it undertakes and/or manages. Moreover, neither the Village nor Town of Mt. Morris have any experience operating a complex and integrated public water supply spanning Livingston County.

Second Criterion – *LCWSA has the broadest powers to investigate the proposed action.* LCWSA has the broadest powers to evaluate and investigate potential impacts related to the Project. LCWSA’s enabling legislation gives it significant authority to allocate financial resources and staffing to fully analyze the impacts of the Project. In addition, LCWSA has engaged, and will continue to engage, various professional consultants to assist it in analyzing such impacts. LCWSA is fully transparent to the public in its operations and is committed to conducting a proper environmental review of the Project.

In addition to design, funding and construction of the Project, LCWSA will operate and maintain the resulting improvements. Pursuant to NYS Environmental Conservation Law §8-0111.6, LCWSA is the agency having principal responsibility for carrying out and approving the Project, and accordingly, should act as Lead Agency.

Third Criterion – *LCWSA has the greatest capability to provide the most thorough environmental assessment of the proposed Project.* As with the first and second criteria, LCWSA is of the position that it has the greatest capability to provide the most thorough environmental assessment of the Project. As the operator and responsible entity for the largest number of multi-jurisdictional water storage and delivery systems in Livingston County, LCWSA has adequate and seasoned staff, experiential data and other resources to efficiently and holistically provide, obtain and annualize all relevant information needed to conduct a thorough environmental review. LCWSA, in addition to its own experienced staff, has daily working relationships with many professional consultants that are available to serve as supplemental and/or specialized resources for purposes of conducting a complete environmental assessment of the Project.

ANALYSIS OF SPECIFIC COMMENTS/OBJECTIONS FROM MOUNT MORRIS

In its September 14, 2025, correspondence to LCWSA, the Village of Mt. Morris explained that its objection to LCWSA serving as Lead Agency for the Project is not based on any concern related to the environmental review process itself, the propriety of LCWSA acting as Lead Agency or any indication that the Village of Mt. Morris or another Involved Agency would be more appropriate or better equipped to undertake the role of Lead Agency. Rather, the objection appears to be largely based on the notion that the proposed Project may result in certain water customers of the Village of Mt. Morris having another water supply option that could negatively impact the water revenue that it has historically enjoyed from being the sole source of supply for such consumers. It is the opinion of LCWSA, that such concerns are not probative of, nor relevant to the appropriate determination of the Lead Agency for the Project.

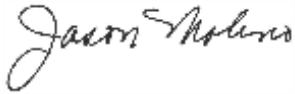
The Town of Mt. Morris provided no response, other than not consenting to LCWSA as Lead Agency. Similarly, the Town of Mt. Morris did not indicate that it desired to act as Lead Agency, nor did it suggest another Involved Agency would be more appropriate or better equipped to undertake the role of Lead Agency.

CONCLUSION

As supported by the above statements, LCWSA asserts that as the only Involved Agency operating an intra-county water storage and delivery system, it is the most qualified entity to serve as Lead Agency to analyze the Project’s impacts. LCWSA is prepared to undertake the responsibilities of Lead Agency and proceed with a thorough environmental review of the Project. Accordingly, LCWSA hereby respectfully requests that you designate LCWSA to act as Lead Agency for the Project.

Thank you for your consideration. Please feel free to contact me should you have any questions about this request.

Sincerely,



Jason Molino
Executive Director

Enc.

Hon. Kelly Bacon, Mayor, Village of Mount Morris

Hon. Dave DiSalvo, Supervisor, Town of Mt. Morris

Mark McKeown, Chairman of the Board, Livingston County Water and Sewer Authority



November 12, 2025

Kelly Bacon, Mayor
Village of Mount Morris
117 Main Street
Mount Morris, New York 14510
By e-mail: MayorBacon@mountmorrisny.us

Dave DiSalvo, Supervisor
Town of Mount Morris
103 Main Street
Mount Morris, NY 14510
By e-mail: ddisalvo@townofmtmorris.gov

Jason Molino, Executive Director
Livingston County WSA
P.O. Box 396
Lakeville, New York 14480
By e-mail: jmolino@lcwsa.us

RE: Withdrawal of SEQR Lead Agency Dispute
Proposed Action: Livingston County Water and Sewer Authority Regional
Water Supply Project

Dear Mayor Bacon, Supervisor Di Salvo, and Mr. Molino:

Commissioner Lefton received a letter dated September 19, 2025, from Jason Molino, Livingston County Water and Sewer Authority (LCWSA), requesting LCWSA be designated by her as lead agency for the environmental review of the regional water supply project. The Village of Mount Morris (Village) and Town of Mount Morris (Town) have been identified as disputing agencies.

The Village and Town have submitted letters to the DEC, dated October 24, 2025 and October 28, 2025, respectively, stating they do not want to be lead agency for this Proposed Action.

The dispute request, therefore, has been withdrawn from consideration, and the Commissioner's Office will not be responding to this lead agency dispute. Therefore, as established through coordinated review, Livingston County Water and Sewer Authority should proceed as the lead agency for the regional water supply project.

SEQR Lead Agency Dispute
Livingston County Regional Water Supply Project
November 12, 2025
Page 2 of 2

In making its determination of significance under SEQR, and evaluating potential impacts of the action, Livingston County Water and Sewer Authority is encouraged to consult with the Town and Village of Mt. Morris.

If you have any questions, I may be reached by e-mail at james.eldred@dec.ny.gov or phone at (518) 402-9158.

Sincerely,

A handwritten signature in blue ink, appearing to read "James J. Eldred".

James J. Eldred
Environmental Analyst
Division of Environmental Permits – Albany

Distribution of Copies (via e-mail):

Thomas, Haley, Regional Permit Administrator, DEC Region 8
Lawrence H. Weintraub, Office of General Counsel, DEC Central Office
Marissa Logan, Office of General Counsel, DEC Central Office

PLEDGE OF ALLEGIANCE



LISA TORCELLO
Clerk/Treasurer

Village of Mount Morris
117 Main Street
Mount Morris, New York 14510
Phone: (585) 658-4160 · Fax: (585) 658-2473
TTY: 1-800-662-1220 or 1-800-421-1220

KELLY D. BACON
Mayor

James J. Eldred
Environmental Analyst
Division of Environmental Permits- Albany
By e-mail: James.eldred@dec.ny.gov

October 24, 2025

Dave DiSalvo, Supervisor
Town of Mount Morris
By e-mail: ddisalvo@townofmtmorrisny.gov

Jason Molino, Executive Director
Livingston County WSA
By e-mail: jmolino@lcwsa.us

Mr. Eldred,

I have received your letter dated October 14, 2025 regarding the SEQR Lead Agency Dispute Determination.

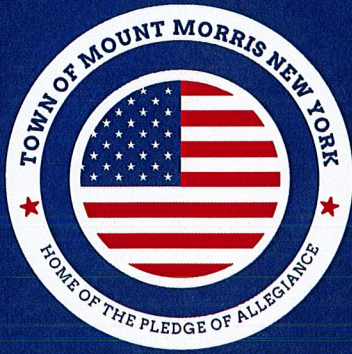
Please be advised the Village of Mount Morris does not desire to serve as lead agency for the environmental review of the Proposed Action by LCWSA.

We submitted our objection with the details of our concerns for the broad implications of the LCWSA project in relation to our Village water operations.

Should you need any further information, please feel free to contact me.

Sincerely,

Kelly Bacon
Mayor
Village of Mount Morris
mayorbacon@mountmorrisny.us



103 Main Street
Mount Morris, NY 14510
585.658.2730
www.townofmtmorrisny.gov

James J. Eldred
Environmental Analyst
James.eldred@dec.ny.gov

October 28, 2025

Dear Mr. Eldred,

I am writing in response to your letter dated October 14, 2025, regarding the SEQR Lead Agency Dispute Determination.

Please be advised that the Town of Mount Morris respectfully declines to serve as lead agency for the environmental review of the proposed action by LCWSA.

Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

David DiSalvo
Mount Morris Town Supervisor
ddisalvo@townofmtmorrisny.gov