



Livingston County Water & Sewer Authority  
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## *Agenda*

**LIVINGSTON COUNTY WATER & SEWER AUTHORITY  
REGULAR MEETING  
April 20, 2022 at 8:00 am  
Watershed Education Center (Vitale Park)  
Lakeville, NY 14480**

**1. Call to Order**

**2. Approval of Agenda**

**3. Approval of Minutes**

- a. March 30, 2022 – Regular Meeting

**4. Reports**

- a. Financial Report–March 2022
  - i. Approval of Financial Report
  - ii. Approval of Expenditures
- b. Operation/Capital Report
- c. Executive Director's Report

**5. Other Business**

#2022-17      RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A  
WATER UNIT CHARGE AGREEMENT WITH THE TOWN OF LIMA AND  
MEADOWLARK MANOR MANUFACTURED HOME PARK

**6. Communications**

**7. Adjournment**

**Next Regular Meeting: Wednesday, May 18, 2022 @ 8 am**

All attachments and reports referenced above may be found at  
<http://www.co.livingston.state.ny.us/lcwsa.htm>  
Go to Board meetings tab / current agenda.



**Members Attending:** S. Beardsley, D. Fanaro, M. Falk, D. Higgins, T. Saunders

**Excused:** M. McKeown

**Others attending:** J. Molino (Executive Director), M. Kosakowski (Director of Operations), R. Lewis (Principal Account Clerk), C. Murphy (Secretary) and J. Campbell (Authority Attorney)

### **Approval of Agenda**

*Motion: M. Falk moved, and T. Saunders seconded to approve the agenda as presented. Carried unanimously.*

### **Approval of Minutes:**

#### **January 19, 2022 - Organizational Meeting**

*Motion: M. Falk moved, and T. Saunders seconded to approve the organizational meeting minutes dated January 19, 2022*

#### **January 19, 2022 - Regular Meeting**

*Motion: T. Saunders moved, and D. Higgins seconded to approve the regular board meeting minutes dated January 19, 2022*

#### **February 16, 2022 - Regular Meeting**

*Motion: M. Falk moved, and T. Saunders seconded to approve the regular board meeting minutes dated February 16, 2022*

**March regular and organizational meeting minutes will be approved April 20, 2022**

**Financial Report – February 2022:** R. Lewis reviewed the Financial Report with the Board (on file with Secretary).

*Motion: D. Fanaro moved, and T. Saunders moved to approve the February 2022 Financial Report. Carried unanimously.*

### **Approval of Expenditures**

*Motion: D. Higgins moved, and T. Saunders seconded to approve paying Total Capital & Operating expenditures of \$130,830.57 Carried unanimously.*

*Motion: S. Beardsley moved, and M. Falk seconded to approve paying utilities & miscellaneous expenditures of \$192,799.38 Carried unanimously.*

### **Operations and Capital Report**

M. Kosakowski reviewed the Operations and Capital Reports with the Board (on file with Secretary).

*Motion: D. Higgins moved, and T. Saunders seconded to approve the Operations and Capital Report. Carried unanimously.*

## Other Business

- #2022-13 RESOLUTION AWARDING A BID FOR SMOKE TESTING INVESTIGATION  
*Motion: M. Falk moved, and D. Higgins seconded to approve resolution #2022-13 to award the bid for smoke testing investigation to National Watermain Cleaning Company.*
- Motion: M. Falk moved, D. Higgins seconded to approve resolution #2022-10 approving to standardize water meters for the Livingston County Water and Sewer Authority.*
- #2022-14 RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE CITY OF ROCHESTER, NEW YORK TO OPERATE AND MAINTAIN WATER QUALITY MONITORING EQUIPMENT LOCATED AT 7650 BIG TREE ROAD, LIVONIA, NEW YORK  
*Motion: S. Beardsley moved, T. Saunders seconded to approve resolution #2022-14 authorizing a license agreement with the City of Rochester, New York to operate and maintain water quality monitoring equipment located at 7650 Big Tree Road, Livonia, New York. This new agreement will expire March 30, 2032.*
- #2022-15 RESOLUTION GRANTING THE STATE OF NEW YORK AUTHORITY TO PERFORM THE ADJUSTMENT FOR THE OWNER AND AGREEING TO MAINTAIN FACILITIES ADJUSTED VIA STATE-LET CONTRACT  
*Motion: T. Saunders moved, S. Beardsley seconded to approve resolution #2022-15 to grant the state of New York Authority to perform the adjustment for the owner and agreeing to maintain facilities adjusted via state-let contract.*
- #2022-16 RESOLUTION ACCEPTING THE 2021 ANNUAL AUDIT  
*Motion: M. Falk moved, D. Higgins seconded to approve resolution #2022-16 accepting the 2021 annual audit from Bonadio & Co., LLP, Certified Public Accountants.*

## Communications/Executive Director Report

J. Molino updated the board on the ABO Internal Controls Self-Assessment (Year 2021)

J. Molino updated the board on LCWSA 2021 Annual Report. – **in the future to include more metrics and statistics. Plans to do a formal presentation to the County. Will have the report professionally printed and bound by the GVPS to give to local Village and Town offices.**

J. Molino updated the board that the Lakeville Plant received 4 violations:

1. **Flow violation due to the thaw.**
2. **Flow violation due to excessive rain.**
3. **Ammonia level – strongly believe it is a lab error.**
4. **Suspended solids**

J. Molino updated the board on currently conducting interviews for the Deputy Director Position.

*Adjourn: Motion: S. Beardsley moved, and D. Higgins seconded to adjourn the Board meeting at 08:40 am. Carried unanimously.*

**Board Financial Report  
 March 2022**

**ASSETS**

<b><u>Operating Cash (Reserve)</u></b>	\$1,139,741	p. 3a	Cash Report p. 4
<b><u>Debt Reserve Bank Balance</u></b>	\$1,032,992	p. 3b	
<b><u>Restricted Cash:</u></b>	\$ 118,572	p. 3d	
<i>Town of Caledonia</i>	<i>(\$11,224)</i>		
<i>On Deposit M &amp; T</i>	<i>(\$107,348)</i>		
<b><u>Accounts Receivable</u></b>	\$ 1,492,973	p. 3c	
<b>Work-In-Progress (WIP Report Attached )</b>	\$4,693,053	p. 4e	WIP Report p.5

**LIABILITIES**

<b><u>Current Liabilities</u></b>	\$ 5,838,739	p. 3f	
<i>Debt Payables, Retirement Accruals,</i>			
<i>Current WWTP Project (Short Term Debt)</i>			
	5,805,209		
<i>Funds Held for Others</i>			
	\$11,262		<i>Customer overpayments</i>
	\$22,268		<i>Compact of Towns</i>
<b><u>Long Term Liabilities</u></b>	\$5,570.398	p. 3g	
Loans	\$3,577,775		
V. Livonia Lease	\$ 253,976		
Deferred Outflow-Pension	\$(683,081)		
Deferred Outflow-OPEB	\$(476,596))		
Deferred Inflow-OPEB	\$115,022		
Deferred Inflow-Pension	\$ 649,119		
Net Pension	\$ 2,225		
OPEB	\$2,094,564		
Compensated Absences	\$ 37,394		

**REVENUE**

*2022 Budget Revenue -\$3,460,268*

p. 6a

March is a non billing month (Revenue reflects service period 11/1/21-1/31/22)

**Year to Date Revenue**

**\$347,523**

p. 6b

Decrease of \$7,051 from last year same time period.

**Retail Fees up \$65,876-Village of Livonia & DOCCS**

**O & M Service down \$54,759 -Village of Livonia, Compact of Towns (will reflect in April)**

**EXPENSES**

*2022 Budget Expenses -\$3,459,882*

p. 7a

**Year to Date Expenses**

**\$653,314 (approx..18.8% of Budget)**

p. 7b

Increase of \$59,693 from last year same time period

**Increases**

<b>Wages &amp; Salaries</b>	<b>\$31,910</b>	<b>additional staff, wage increases</b>
<b>Health Insurance</b>	<b>\$19,347</b>	<b>10% increase , additional staff</b>
<b>Outside O&amp; M</b>	<b>\$20,538</b>	<b>higher payable in 2020</b>
<b>Customer Install</b>	<b>\$21,211</b>	<b>6 inch meter purchase</b>

**Decreases**

<b>Plant Ops</b>	<b>\$26,444</b>	<b>own staff</b>
<b>Other Prof. Service</b>	<b>\$23,016</b>	<b>Executive Director search</b>

**Quarterly Debt Fund**

p. 9

Livingston County WSA

Balance Sheet

As of 3/31/2022

(In Whole Numbers)

	Current Year	Prior Year	Current Year Change	Beginning Year Bal...	YTD Change
<b>CURRENT ASSETS</b>					
Operating Cash	1,139,741	1,002,282	137,460	1,567,214	(427,473)
Debt Reserve	1,032,992	938,886	94,106	1,012,560	20,432
Accounts Receivable	1,492,973	1,343,095	149,878	2,011,966	(518,993)
Capital Contributions Receivable	41,395	31,193	10,203	56,410	(15,015)
Inventory	34,325	16,066	18,259	41,875	(7,550)
Prepaid Expenses	62,583	3,742	58,841	127,325	(64,742)
Funds held for Others	33,530	30,797	2,733	35,637	(2,107)
Total CURRENT ASSETS	3,837,540	3,366,060	471,480	4,852,987	(1,015,447)
Total Current Assets	3,837,540	3,366,060	471,480	4,852,987	(1,015,447)
<b>NON-CURRENT ASSETS</b>					
Restricted Cash	118,572	667,367	(548,795)	118,568	4
Capital Contrib Receivable, net current	474,108	632,064	(157,956)	474,108	0
Property & Equipment, Net Deprec	33,706,298	23,070,205	10,636,094	33,099,956	606,343
Work-In-Progress	4,693,053	8,769,429	(4,076,376)	5,038,373	(345,320)
Total NON-CURRENT ASSETS	38,992,032	33,139,065	5,852,967	38,731,005	261,027
Total Non-Current Assets	38,992,032	33,139,065	5,852,967	38,731,005	261,027
<b>TOTAL ASSETS</b>	42,829,572	36,505,125	6,324,447	43,583,993	(754,421)
<b>CURRENT LIABILITIES</b>					
Accounts Payable	10,473	104,932	(94,459)	25,235	(14,763)
Current Portion Loans Payable	5,793,941	400,789	5,393,152	4,601,484	1,192,457
Other Current Liabilities	1,198	131,045	(129,847)	1,703,791	(1,702,592)
Funds held for others	33,127	30,793	2,333	35,637	(2,511)
Total CURRENT LIABILITIES	5,838,739	667,560	5,171,179	6,366,147	(527,408)
Total Current Liabilities	(5,838,739)	(667,560)	(5,171,179)	(6,366,147)	527,408
<b>NON-CURRENT LIABILITIES</b>					
System Revenue Notes Payable	5,570,398	3,961,225	1,609,173	5,570,398	0
Total NON-CURRENT LIABILITIES	5,570,398	3,961,225	1,609,173	5,570,398	0
Retained Earnings & Net Position	(31,950,369)	(32,317,080)	366,711	(31,950,333)	(36)
Retained Earnings	227,049	440,924	(213,875)	0	227,049
Net Income	(31,723,320)	(31,876,156)	152,836	(31,950,333)	227,013
Total Retained Earnings & Net Position	43,132,457	36,504,941	6,627,516	43,886,878	(754,421)
Total Net Position	43,132,457	36,504,941	6,627,516	43,886,878	(754,421)

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Mar-22

	Apr-21		May-21		Jun-21		Jul-21		Aug-21		Sep-21		Oct-21		Nov-21		Dec-21		Jan-22		Feb-22		Mar-22		Apr-22		May-22		
	Actual	Estim																											
Cash on hand 1st of each month	\$ 1,753	\$	\$ 1,625	\$	\$ 1,761	\$	\$ 1,881	\$	\$ 1,611	\$	\$ 1,534	\$	\$ 2,009	\$	\$ 1,564	\$	\$ 1,641	\$	\$ 1,568	\$	\$ 194	\$	\$ 850	\$	\$ 1,139	\$	\$ 924	\$	
<u>Cash Received</u>																													
Customer Billing	41.5		380.5		310.5		19.8		520		344.5		28		523.5		355		33.2		424		356.5		45		350		
Miscellaneous	0.6		1		4.4		24.8		1.7		0.2		0.2		5.5		3				2.4		1						
Grant/Contributions/EFC																			143.8										
Draws																													
Billing Services/O & M	3.8		45.4		13.2				15.8		17				2.6		37						16.8						
Relevy	197.2		-23																										
<u>Estimated Cash Receipts</u>																													
Cash Receipts																													
Debt/Grant/Contrib Receipts																													
EFC															239.1		1163												
Cash Balance before expenditures	\$ 1,997	\$	\$ 2,029	\$	\$ 2,089	\$	\$ 1,925	\$	\$ 2,149	\$	\$ 2,547	\$	\$ 2,037	\$	\$ 2,335	\$	\$ 3,199	\$	\$ 1,745	\$	\$ 1,669	\$	\$ 1,629	\$	\$ 1,184	\$	\$ 1,274	\$	
Utility & Misc. Vouchers	166		163		134		161.8		111.1		168.7		177		183.3		452		151		159.6		187.7		160		160		
Operating Vouchers	182.9		90		41		151.9		164.8		88.5		134		180.7		108		83		79		88.8		90		90		
Miscellaneous																													
Project Vouchers	22.3		15.5		33		0.5		338.4		159		162		329.7		975		1317		580		213.3		10		10		
<u>Estimated Expenditures</u>																													
Utilities																													
Operating Projects																													
Cash Balance after expenditures	\$ 1,625	\$	\$ 1,761	\$	\$ 1,881	\$	\$ 1,611	\$	\$ 1,534	\$	\$ 2,009	\$	\$ 1,564	\$	\$ 1,641	\$	\$ 1,568	\$	\$ 194	\$	\$ 850	\$	\$ 1,139	\$	\$ 924	\$	\$ 1,014	\$	
Reserve Projects in Progress Budget Bal + Equipment to Purchase	1201		1108		1094		1174		1168		1150		1149		1037		931		887		918		728		718		708		
Unallocated Cash Balance	\$ 424	\$	\$ 653	\$	\$ 787	\$	\$ 437	\$	\$ 366	\$	\$ 859	\$	\$ 415	\$	\$ 604	\$	\$ 637	\$	\$ (693)	\$	\$ (68)	\$	\$ 411	\$	\$ 206	\$	\$ 306	\$	

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**Livingston County WSA**  
**Statement of Revenues and Expenditures - Unposted Transactions Included In Report**  
From 3/1/2022 Through 3/31/2022

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
<b>OPERATING REVENUE</b>						
<b>Fees</b>						
4110 Retail Fees	1,095.53	292,296.66	226,389.81	65,906.85	3,168,145.00	(2,875,848.34)
4120 Wholesale Fees	88.00	282.00	86.00	196.00	180,000.00	(179,718.00)
4125 Wholesale Fees V Caledonia	14,161.39	29,307.30	29,534.53	(227.23)	0.00	29,307.30
Total Fees	15,344.92	321,885.96	256,010.34	65,875.62	3,348,145.00	(3,026,259.04)
<b>Permit Fees</b>						
4200 Permits	205.00	8,793.89	17,485.00	(8,691.11)	30,000.00	(21,206.11)
Total Permit Fees	205.00	8,793.89	17,485.00	(8,691.11)	30,000.00	(21,206.11)
<b>O&amp;M Services</b>						
4130 O & M Service	0.00	0.00	54,759.00	(54,759.00)	15,000.00	(15,000.00)
Total O&M Services	0.00	0.00	54,759.00	(54,759.00)	15,000.00	(15,000.00)
<b>Other Income</b>						
4140 Late Fees	9,727.14	10,223.54	10,989.43	(765.89)	50,623.00	(40,399.46)
4160 Billing Services	3,625.00	4,125.00	4,125.00	0.00	0.00	4,125.00
4410 Miscellaneous Income	836.14	2,494.79	11,205.79	(8,711.00)	16,500.00	(14,005.21)
Total Other Income	14,188.28	16,843.33	26,320.22	(9,476.89)	67,123.00	(50,279.67)
Total OPERATING REVENUE	29,738.20	347,523.18	354,574.56	(7,051.38)	3,460,268.00	(3,112,744.82)
<b>OPERATING EXPENSE</b>						
<b>Wages &amp; Fringes</b>						
5010 Wages & Salaries	67,628.65	167,083.84	135,174.22	31,909.62	1,011,098.00	844,014.16
5020 Overtime	4,217.73	10,548.04	4,919.06	5,628.98	43,519.00	32,970.96
5030 FICA	5,264.57	12,525.70	9,851.64	2,674.06	80,678.00	68,152.30
5040 Retirement	10,138.02	29,776.43	32,845.88	(3,069.45)	122,336.00	92,559.57
5048 Retiree Health Insurance	0.00	2,795.64	9,363.84	(6,568.20)	34,928.00	32,132.36
5050 Health Insurance	20,749.62	75,258.77	55,911.85	19,346.92	242,342.00	167,083.23
5060 Workman's Compensation/Disability	0.00	19,343.63	21,378.76	(2,035.13)	20,141.00	797.37
5070 Unemployment	(2,163.56)	2,007.78	3,261.53	(1,253.75)	15,000.00	12,992.22
Total Wages & Fringes	105,835.03	319,339.83	272,706.78	46,633.05	1,570,042.00	1,250,702.17
<b>Professional Services</b>						
6110 Legal Services	357.00	535.50	1,863.92	(1,328.42)	25,349.00	24,813.50
6120 Engineering Services	3,600.00	3,600.00	44.95	3,555.05	20,000.00	16,400.00
6125 Project Engineering NC	9,460.00	9,460.00	0.00	9,460.00	0.00	(9,460.00)
6130 Financial Services	9,245.15	16,497.81	15,906.27	591.54	19,300.00	2,802.19
6140 Computer Services	3,088.73	4,293.63	6,104.88	(1,811.25)	30,300.00	26,006.37
6150 Insurance	8,100.00	24,300.00	24,300.00	0.00	102,000.00	77,700.00
6160 Plant Operations	0.00	0.00	26,444.00	(26,444.00)	0.00	0.00
6190 Other Professional Services	0.00	0.00	23,016.00	(23,016.00)	0.00	0.00
Total Professional Services	33,850.88	58,686.94	97,680.02	(38,993.08)	196,949.00	138,262.06
<b>Utilities</b>						
6200 Computer Utilities	67.23	67.23	0.00	67.23	0.00	(67.23)

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**Livingston County WSA**  
**Statement of Revenues and Expenditures - Unposted Transactions Included In Report**  
From 3/1/2022 Through 3/31/2022

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
6210 Electricity	26,027.94	45,748.18	42,316.06	3,432.12	289,366.00	243,617.82
6220 Gas/Heating	7,636.31	8,678.21	2,331.83	6,346.38	20,304.00	11,625.79
6230 Telephone	1,481.62	6,618.66	7,027.62	(408.96)	23,007.00	16,388.34
Total Utilities	35,213.10	61,112.28	51,675.51	9,436.77	332,677.00	271,564.72
Vehicle Expense						
6410 Not using in 2012	0.00	0.00	59.54	(59.54)	0.00	0.00
6420 Vehicle Repair	3,437.79	6,277.74	833.06	5,444.68	10,000.00	3,722.26
6430 Gasoline	90.00	90.00	0.00	90.00	30,604.00	30,514.00
Total Vehicle Expense	3,527.79	6,367.74	892.60	5,475.14	40,604.00	34,236.26
Purchased Water/Sewer						
6510 Purchased Water	42,150.21	43,122.97	48,970.35	(5,847.38)	537,500.00	494,377.03
6515 Purchased Water MCWA	14,161.39	29,306.64	29,350.53	(43.89)	0.00	(29,306.64)
6520 Purchased Sewer Treatment	9,475.48	14,329.78	2,756.89	11,572.89	85,000.00	70,670.22
Total Purchased Water/Sewer	65,787.08	86,759.39	81,077.77	5,681.62	622,500.00	535,740.61
Equipment Maintenance						
6610 Equipment Repair/Supply	155.00	239.33	1,135.28	(895.95)	11,275.00	11,035.67
6625 Small Equipment Purchase	4,517.30	1,987.68	5,642.20	(3,654.52)	59,955.00	57,967.32
6635 Equip Lease/Rental Contracts	0.00	0.00	0.00	0.00	21,580.00	21,580.00
Total Equipment Maintenance	4,672.30	2,227.01	6,777.48	(4,550.47)	92,810.00	90,582.99
Building Maintenance						
6300 Project Expense	4,501.20	4,501.20	0.00	4,501.20	0.00	(4,501.20)
6310 Outside O&M Services	24,015.00	27,042.30	29,400.80	(2,358.50)	289,618.00	262,575.70
6320 Laboratory Services	843.00	2,660.00	9,318.00	(6,658.00)	0.00	(2,660.00)
6350 Refuse Collection	1,187.83	2,747.50	1,569.41	1,178.09	0.00	(2,747.50)
6360 Cleaning Service	300.00	600.00	675.00	(75.00)	0.00	(600.00)
6620 Building Repair/Supply	12,867.48	29,786.27	23,582.53	6,203.74	170,810.00	141,023.73
6640 Customer Installation Supplies	13,367.92	37,811.48	16,600.73	21,210.75	26,232.00	(11,579.48)
Total Building Maintenance	57,082.43	105,148.75	81,146.47	24,002.28	486,660.00	381,511.25
Other Expenses						
6340 Uniforms/Clothing	1,226.85	1,437.85	565.22	872.63	4,700.00	3,262.15
6700 Permits, Fees & Inspections	0.00	0.00	0.00	0.00	24,010.00	24,010.00
6810 Postage & Freight	0.00	2,790.69	120.85	2,669.84	14,400.00	11,609.31
6820 Office Supplies	397.03	1,037.36	705.10	332.26	4,800.00	3,762.64
6830 Advertising	110.47	1,617.83	115.21	1,502.62	3,990.00	2,372.17
6840 Travel & Training	3,075.68	6,788.45	157.92	6,630.53	24,740.00	17,951.55
Total Other Expenses	4,810.03	13,672.18	1,664.30	12,007.88	76,640.00	62,967.82
Easements & Judgements						
6870 Easements & Landtaking	0.00	0.00	0.00	0.00	40,500.00	40,500.00
6880 Judgements & Claims	0.00	0.00	0.00	0.00	500.00	500.00
Total Easements & Judgements	0.00	0.00	0.00	0.00	41,000.00	41,000.00
Total OPERATING EXPENSE	310,778.64	653,314.12	593,620.93	59,693.19	3,459,882.00	2,806,567.88

Livingston County WSA

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

From 3/1/2022 Through 3/31/2022

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
GAIN/LOSS BEF DEPRECIATION	(281,040.44)	(305,790.94)	(239,046.37)	(66,744.57)	386.00	(306,176.94)
DEPRECIATION EXPENSE						
6910 Deprec Expense-non contrib	(49,643.02)	(146,996.65)	(144,009.54)	(2,987.11)	0.00	(146,996.65)
6920 Deprec Expense-contributed	(58,124.20)	(174,372.60)	(178,619.02)	4,246.42	0.00	(174,372.60)
Total DEPRECIATION EXPENSE	(107,767.22)	(321,369.25)	(322,628.56)	1,259.31	0.00	(321,369.25)
OPERATING GAIN/LOSS	(388,807.66)	(627,160.19)	(561,674.93)	(65,485.26)	386.00	(627,546.19)
NON-OPERATING REVENUE/EXPENSE						
Non-Operating Income						
4115 Retail Fees-Debt related	1,597.06	34,329.48	27,971.60	6,357.88	343,447.00	(309,117.52)
4300 Restricted Revenue	1.43	2.86	6.90	(4.04)	0.00	2.86
7110 Interest Income	3,019.62	7,275.36	8,319.26	(1,043.90)	0.00	7,275.36
Total Non-Operating Income	4,618.11	41,607.70	36,297.76	5,309.94	343,447.00	(301,839.30)
Non-Operating Expense						
8110 Interest Expense	(6,904.78)	(10,409.78)	(3,665.08)	(6,744.70)	0.00	(10,409.78)
8120 G/L on sale of Assets	0.00	0.00	38,302.19	(38,302.19)	0.00	0.00
Total Non-Operating Expense	(6,904.78)	(10,409.78)	34,637.11	(45,046.89)	0.00	(10,409.78)
Total NON-OPERATING REVENUE/EXPENSE	(2,286.67)	31,197.92	70,934.87	(39,736.95)	343,447.00	(312,249.08)
NET GAIN/LOSS BEF CONTRIB	(391,094.33)	(595,962.27)	(490,740.06)	(105,222.21)	343,833.00	(939,795.27)
CAPITAL CONTRIBUTIONS						
Grant Revenue						
9110 Grant & Donation Revenue	0.00	368,913.95	50,000.00	318,913.95	0.00	368,913.95
Total Grant Revenue	0.00	368,913.95	50,000.00	318,913.95	0.00	368,913.95
Total CAPITAL CONTRIBUTIONS	0.00	368,913.95	50,000.00	318,913.95	0.00	368,913.95
CHANGE IN NET ASSETS	(391,094.33)	(227,048.32)	(440,740.06)	213,691.74	343,833.00	(570,881.32)

8

	2021				2022			
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
	Actual Jan-Mar	Actual Apr-Jun	Actual Jul-Sept	Actual Oct-Dec	Est Jan-Mar	Est Apr-Jun	Est Jul-Sept	Est Oct-Dec
<b>Cash on hand as of 1st of each month</b>	\$ 992,890	\$ 1,042,596	\$ 1,088,927	\$ 950,840	\$ 1,012,563	\$ 1,032,995	\$ 1,090,973	\$ 962,108
Cash Received - Customer Billing:	73,846	73,528	76,770	71,715	88,955	85,000	85,000	85,000
Cash Received - Miscellaneous	450	386	359	365	375	390	390	390
Cash Received - Relevey		23,095				23,095		
<b>Cash Balance before expenditures</b>	\$ 1,067,186	\$ 1,139,605	\$ 1,166,056	\$ 1,022,920	\$ 1,141,480	\$ 1,176,363	\$ 1,047,498	
Admin Fees Paid	\$ 2,599	\$ 5,150			\$ 2,511	\$ 5,150		
Debt Payments (Principal & Interest):								
Grove Station Water			31,725				31,725	
EFC 2009 Sewer Bond	21,991		111,991		21,030		111,030	
EFC 2012 Sewer Bond (as of June 2012)		45,528		10,357	45,357			10,163
EFC Short Term C8-6449-05-00								
EFC Short Term D0 18746			71,500				71,500	
<b>Cash Balance after expenditures</b>	\$ 1,042,596	\$ 1,088,927	\$ 950,840	\$ 1,012,563	\$ 1,032,995	\$ 1,090,973	\$ 962,108	\$ 1,037,335
<b>NYS EFC-Grov Sta Water - DO 17369:</b>								
Beginning Balance	634,500	634,500	634,500	602,775	602,775	602,775	602,775	571,050
Drawdown	-	-	-	-	-	-	-	-
Principal Payment	-	-	31,725	-	-	-	31,725	-
<b>Ending Balance</b>	<b>634,500</b>	<b>634,500</b>	<b>602,775</b>	<b>602,775</b>	<b>602,775</b>	<b>602,775</b>	<b>571,050</b>	<b>571,050</b>
<b>8/27/09-&gt;8/27/39 Sewer Bond (SL) C8-6449-04-00</b>								
Beginning Balance	2,060,000	2,060,000	2,060,000	1,970,000	1,970,000	1,970,000	1,970,000	1,880,000
Principal Payment	-	-	90,000	-	-	-	90,000	-
<b>Ending Balance</b>	<b>2,060,000</b>	<b>2,060,000</b>	<b>1,970,000</b>	<b>1,970,000</b>	<b>1,970,000</b>	<b>1,970,000</b>	<b>1,880,000</b>	<b>1,880,000</b>
<b>6/21/12-&gt;11/1/42 Sewer Bond (SL) C8-6449-01-01</b>								
Beginning Balance	1,040,000	1,005,000	1,005,000	1,005,000	1,005,000	970,000	970,000	970,000
Drawdown	-	-	-	-	-	-	-	-
Principal Payment	35,000				35,000			
<b>Ending Balance</b>	<b>1,005,000</b>	<b>1,005,000</b>	<b>1,005,000</b>	<b>1,005,000</b>	<b>970,000</b>	<b>970,000</b>	<b>970,000</b>	<b>970,000</b>
<b>Total Debt Balance</b>	\$ 3,699,500	\$ 3,699,500	\$ 3,577,775	\$ 3,577,775	\$ 3,542,775	\$ 3,542,775	\$ 3,421,050	\$ 3,421,050
	12 mos pmts =	\$ 221,592	EOY Balance	\$ 1,012,563	12 mos pmts =	\$ 264,662	EOY Balance	\$ 1,037,335
			1.05% =	\$ 232,672			1.05% =	\$ 277,895
<b>Trustee Indenture requires 1.05% of annual payments on deposit</b>		Over required balance by	\$ 779,891	Over required balance by	\$ 759,440		Over required balance by	\$ 759,440

## LCWSA OPERATIONS REPORT

April 20, 2022

### Water and Sewer Work Program

Customer Work Orders	Staff completed 55 workorders; up 11 from last month.
UFPO	Staff completed 137 stakeouts; up 81 from last month.
PM Maintenance	All PM maintenance was completed.
Sampling & Testing	All sampling and testing were completed.

### Water Work Program

Curb Box Replacements	Staff repaired 1 curb box. Also staff installed a new curb Box and meter pit at the Livonia Community Park.
Water Main Repair	Staff repaired the Water main at the Livonia High School
Hydrant Repair	Staff rebuilt 1 hydrant and aslo repaired 1 Hydrant.
Meter Reading	Staff have started meter reading. We are working with 2 meter reading guns. 2- new units have been ordered and staff will have training on the next week.

### Sewer Work Program

Staff	Our Sewer Operator Trainee was scheduled to start his class room training this week. Class was canceled due to the instructor testing positive for Covid
Sewer Cleaning and Televising	Staff should be completed with cleaning and televising w the sewers this week in the Village of Livonia. At that time they will be going to Lakeville
Sewer Staion Maitenance	Staff replaced the air line at the Pleasant St P.S.

## LCWSA CAPITAL PROJECTS REPORT

April 20 , 2022

### 31085 DOCCS WSP

No change- still averaging between 110,000 and 135,000 gpd.

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

The 2 inch prv has been installed at the upper prv location, Also the 4 inch prv and check valve has been installed lower station. Both stations now are fully operational. The last residential prv has been installed. Still waiting on electrical components for the meter vaults and chlorine building. The blower and sprayer at the ARS tank has a tentative install date of early May.

### 31138 Comprehensive SCADA System Evaluation

I met with GHD and did numerous site visits for clarification on what type of equipment would best fit the area.

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

no update at this time

### 31142 Lakeville WWTP Upgrades - Phase 2 + UV

Blue Heron has completed the UV building. We had start up and training on the UV equipment on April 4th. We have started the additional sampling for the UV to make sure we are in compliance for MAY 1st. Blue Heron has completed the work on the secondary primary clarifier tanks they had start up on April 13th. They are working on the primary clarifiers with a projected start up of next week.



**RESOLUTION NO. 2022-17**

**RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A WATER UNIT CHARGE AGREEMENT WITH THE TOWN OF LIMA AND MEADOWLARK MANOR MANUFACTURED HOME PARK**

WHEREAS, the Town of Lima (“Town”) is in the process of working with the Livingston County Water and Sewer Authority (“Authority”) to negotiate a Long-Term Lease (“Lease”) of its water distribution facilities to the Authority, so that the Authority will be responsible for operating all of the Town’s water districts, including Water District No. 2; and

WHEREAS, the Meadowlark Manor Manufactured Home Park (“Meadowlark”) operates a manufactured home park within the Town of Lima Water District No. 2 that has 59 spaces or lots available for occupancy by tenants; and

WHEREAS, the Town, on behalf of Water District No. 2, recently adopted a resolution dated November 2, 2021 whereby the Town modified the definition and policy with regard to “Service Unit” charges for customers within all of the water districts of the Town, including Water District No. 2; and

WHEREAS, Meadowlark has requested that the Town phase-in the application of the new definition and policy regarding Service Unit charges (only as it applies to Meadowlark) so as to make the economic impact to Meadowlark more manageable; and

WHEREAS, the Town deems it to be desirable to keep Meadowlark as a customer purchasing public water from Water District No. 2 and acknowledges that the modification of the Service Unit definition and charge policy would pose certain financial challenges for Meadowlark; and

WHEREAS, when such Lease is effectuated, the Authority will be responsible for providing all water services to the customers in Water District No. 2, including Meadowlark; and

WHEREAS, the Authority deems it to be desirable to maintain Meadowlark as a customer after the Authority leases the Town’s water facilities and acknowledges that in leasing such facilities, the Authority will inherit the Service Unit charge phase-in as contemplated by this Agreement; and

WHEREAS, the parties wish to memorialize the terms under which the new Service Unit charge policy of the Town will be phased-in for Meadowlark entitled Water Unit Charge Agreement (“Agreement”), and therefore be it,

RESOLVED, the Authority Attorney and Executive Director have reviewed the Agreement and agree with and recommend the terms set forth in said Agreement, and be it further,

RESOLEVD, the Authority Board authorized the Executive Director to execute the Agreement.

April 20, 2022

Livingston County Water & Sewer Authority

Moved By:

Seconded By:

AYES:

NAYS:

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To: Livingston County Water and Sewer Authority

From: Jason Molino, Executive Director 

Date: April 15, 2022

Subject: Town of Lima – Meadowlark Manor MHP Unit Charge Agreement

**1. Action Requested:**

Adopt a resolution authorizing the Authority to enter into a Unit Charge Agreement with the Town of Lima and Meadowlark Manor Mobile Home Park.

**2. Background:**

Currently the Authority and the Town of Lima are in the process of negotiating a long-term lease of the Town's water distribution facilities to the Authority, so that the Authority will be responsible for operating all of the Town's water districts, including Water District No. 2. The Meadowlark Manor Manufactured Home Park ("Meadowlark") operates a manufactured home park within the Town of Lima Water District No. 2 that has 59 spaces or lots available for occupancy by tenants.

On November 2, 2021 the Town adopted a resolution modifying the definition and policy with regard to "Service Unit" charges for customers within all of the water districts of the Town, including Water District No. 2. This definition change was done in part to be consistent with the Authority's existing definition and policy regarding service unit charges in anticipation of the long-term lease. Meadowlark has requested that the Town phase-in the application of the new definition and policy regarding Service Unit charges (only as it applies to Meadowlark) so as to make the economic impact to Meadowlark more manageable.

Because the Authority will be operating and maintaining Water District No. 2 in the near future and the Authority will inherit any agreement contemplated by the Town and Meadowlark, it is requested that all parties, including the Authority, agree to the phase-in application of the service unit charges. Attached please find a Water Unit Charge Agreement ("Agreement") that outlines the terms negotiated for the transition of service unit charges for Meadowlark. This agreement was negotiated with input from the Authority.

**3. Financial Implications:**

Currently the Town does not charge Meadowlark the full number of units, 59, as part of their unit service charge. This agreement provides for the eventual full amount of unit charges to be received over a 12-year period of time. This will provide additional revenue compared to what is



Livingston County Water & Sewer Authority  
1997 D'Angelo Drive  
PO Box 396  
Lakeville, NY 14480  
Phone: (585) 346-3523  
Fax: (585) 346-0954  
TTY NY: (800) 662-1220

Executive Director  
Jason Molino

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currently received to support Water District No. 2. It is recommended that the Board authorize execution of the Agreement on behalf of the Authority.

It should be noted that this Agreement does not prohibit or restrict the Authority's ability to impose capital or debt charges in the future and upon the execution of a long-term lease of Water District No. 2, nor does it restrict the Authority's ability to change water rates.

## **WATER UNIT CHARGE AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 2022, by and between **MEADOWLARK MANOR LLC**, limited liability corporation organized and existing under the laws of the State of New York with offices located at 1449 Rochester Street, Lima, New York (hereafter “Meadowlark”), the **TOWN 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 (hereafter “Town”), and the **LIVINGSTON COUNTY WATER AND 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”).

### **RECITALS:**

**WHEREAS**, Meadowlark operates a manufactured home park within the Town of Lima and Water District No. 2 that has 59 lots available for occupancy by tenants; and

**WHEREAS**, on November 2, 2021, the Town Board, on behalf of Water District No. 2, approved a Resolution, a copy of which is attached hereto as **Exhibit A** (the “Resolution”), that amended the billing “Service Unit” definitions and policy involving Water Districts No. 1, 2, 3 and 4; and

**WHEREAS**, pursuant to the Resolution, the Town reserved the right to enter into individual agreements to phase-in the unit charge definitions and policies so as not to cause an unreasonable financial burden on Town residents; and

**WHEREAS**, pursuant to the Resolution, Meadowlark has requested an individual agreement to phase-in the unit charge definitions and policies so as not to cause an unreasonable financial burden on Meadowlark; and

**WHEREAS**, the Town deems it to be desirable to keep Meadowlark as a customer purchasing public water from Water District No. 2 and acknowledges that the amendment of the billing “Service Unit” definitions and policy may pose certain financial challenges which Meadowlark believes to be unreasonable; and

**WHEREAS**, the Town and Authority are negotiating a long-term lease of the water distribution facilities from the Town to the Authority, so that the Authority will be responsible for operating all of the Town’s water districts, including Water District No. 2 (the “Lease”); and

**WHEREAS**, when the Lease is effectuated, the Authority will be responsible for providing all water services to the customers in Water District No. 2, including Meadowlark; and

**WHEREAS**, the Authority deems it to be desirable to keep Meadowlark as a customer purchasing public water from Water District No. 2 and acknowledges that when the Lease is effectuated the Authority will inherit and be bound by this Agreement; and

**WHEREAS**, the parties each have legal authority 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 acknowledged, it is hereby agreed as follows:

1. On a quarterly basis, the Town and/or Authority will charge Meadowlark one “Service Unit” charge for each of its 59 lots available for occupancy, regardless of whether each or all of the lots are occupied by tenants.
2. The monetary amount of each “Service Unit” charge will be phased-in to increase over a thirteen (13) year period as shown in the table immediately below (the “Schedule”):

Year	Number of Units	Service Unit Charge	Total quarterly Charge
2022	59	\$5	\$295.00
2023	59	\$10	\$590.00
2024	59	\$10	\$590.00 No change
2025	59	\$15	\$885.00
2026	59	\$20	\$1180.00
2027	59	\$20	\$1180.00 No change
2028	59	\$25	\$1475.00
2029	59	\$30	\$1770.00
2030	59	\$30	\$1770.00 No Change
2031	59	\$35	\$2065.00
2032	59	\$40	\$2360.00
2033	59	\$40	\$2360.00 No Change
2034	59	\$45	\$2655.00

3. Meadowlark agrees to pay all water related charges (including all usage charges, operation and maintenance charges, Service Unit charges, capital or other charges) as applicable to all customers within Water District No. 2 in a timely fashion upon receipt of an invoice for the same.

Failure to timely pay any water related charge, not the subject of dispute, will be deemed to be a default of this Agreement. In the event of a default, the Town or Authority shall provide Meadowlark written notice of default, and Meadowlark shall have 30 days to cure the default. If the default is not timely cured, this Agreement shall immediately cease and Meadowlark shall, starting the next billing cycle after the default, be responsible for paying the then current Service Unit charge applicable within District No. 2 for each of its 59 Service Units, without any phase-in or discount. In no event shall Meadowlark be entitled to dispute the Service Unit charge to be phased-in pursuant to the above table, excepting that Meadowlark may dispute the number of Units should it permanently remove one or more of its lots available for occupancy.

4. The parties agree that the Schedule shall be binding upon the Authority, should the Authority lease the Town's water delivery system and take control of the Town's water operations, as intended.
5. The parties acknowledge that the Schedule shall not apply to any other water charges made by either the Town or Authority with regard to Meadowlark.
6. The parties agree that within thirty (30) days of full execution of this Agreement, Meadowlark will be refunded by the Town the sum \$2,360.00 as a one-time adjustment to its water account for the subject property.
7. This Agreement shall be governed by the laws of the State of New York.
8. Each party to this Agreement agrees to indemnify and hold the other parties to the Agreement harmless from any costs (including reasonable attorney fees), damages, claims and expenses that may accrue as a result of such party's failure or default under this Agreement. It is specifically acknowledged by the parties that this Agreement does not guarantee or warrant the availability or delivery of any particular amount of water at any given time, nor does this Agreement provide for any representations or warranties as to the quality of any water provided by the Town and/or Authority.
9. The Agreement sets forth the entire understanding between the parties on the subject matter set forth herein and may be changed only in a writing signed by the parties.

**MEADOWLARK MANOR LLC**

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
Dan Rienholtz – Member

**TOWN OF LIMA**

\_\_\_\_\_  
Dated

By: \_\_\_\_\_  
Michael J. Falk – Supervisor

**LIVINGSTON COUNTY WATER  
AND SEWER AUTHORITY**

\_\_\_\_\_  
Dated

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