
Agenda

LIVINGSTON COUNTY WATER & SEWER AUTHORITY
REGULAR MEETING
June 15, 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

May 18, 2022 – Regular Meeting

4. Reports

a. Financial Report–May 2022

- i. Approval of Financial Report
- ii. Approval of Expenditures

b. Operation/Capital Report

c. Executive Director's Report

- i. Update on Town of Lima Water Lease Agreement

5. Other Business

#2022-21 RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE 2022-2023 NYS LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM THROUGH THE CONSOLIDATED FUNDING APPLICATION FOR THE PURCHASE OF A SHARED VACUUM TRUCK

6. Communications

- a. Presentation on Leicester/York Water Supply Expansion Project

7. Executive Session

8. Adjournment

Next Regular Meeting: Wednesday, July 20, 2022 @ 8 am



Members Attending: S. Beardsley, M. Falk, M. McKeown, T. Saunders

Excused: D. Fanaro, D. Higgins, M. Kosakowski

Others attending: J. Molino (Executive Director), R. Lewis (Principal Account Clerk), C. Murphy (Secretary)
E. Weis (Engineer) and J. Campbell (Attorney)

Call to Order 8:00 a.m.

Approval of Agenda

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

Approval of Minutes:

April 20, 2022 - Regular Meeting

Motion: T. Saunders moved, and M. Falk seconded to approve the regular board meeting minutes dated April 20, 2022.

May 18, 2022 regular meeting minutes will be approved June 15, 2022

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

Motion: M. Falk moved, and S. Beardsley moved to approve the April 2022 Financial Report. Carried unanimously.

Approval of Expenditures

Motion: S. Beardsley moved, and T. Saunders seconded to approve paying Total Capital & Operating expenditures of \$641,864.19 Carried unanimously.

Motion: M. Falk moved, and S. Beardsley seconded to approve paying utilities & miscellaneous expenditures of \$122,223.75 Carried unanimously.

Operations and Capital Report

Jason Molino reviewed the Operations and Capital Reports with the Board (on file with Secretary).

No Motion:

Other Business

- #2022-18 A RESOLUTION APPROVING A FIRST AMENDMENT TO THE INTERMUNICIPAL SERVICES AGREEMENT BETWEEN THE TOWN OF LEICESTER AND LIVINGSTON COUNTY WATER & SEWER AUTHORITY
Motion: M. Falk moved, S. Beardsley seconded to approve resolution #2022-18, approving a first amendment to the Intermunicipal services agreement between the Town of Leicester and Livingston County Water and Sewer Authority.
- #2022-19 RESOLUTION AWARDED A BID FOR COUNTY WIDE WATER SYSTEM IMPROVEMENTS CONTRACT NO. 2A – CHLORINE SYSTEM IMPROVEMENTS TO M. W. CONTROLS SERVICE, INC.
Motion: T. Saunders moved, M. Falk seconded to approve resolution #2022-19, awarding a bid for County Wide Water System Improvements Contract No. 2A – Chlorine System Improvements to M. W. Controls Service, Inc.
- #2022-20 RESOLUTION AWARDED A BID FOR COUNTY WIDE WATER SYSTEM IMPROVEMENTS CONTRACT NO. 5 – WATER SYSTEM IMPROVEMENTS TO MORSCH PIPELINE, INC.
Motion: M. Falk moved, T. Saunders seconded to approve resolution #2022-20, awarding a bid for County Wide Water System Improvements Contract No. 5 – Water System Improvements to Morsch Pipeline, Inc.

Communications/Executive Director Report

Eric Weis updated the board that all pumps have been replaced in the Lakeville Plant. He questioned if the Bio Tower is metered separately.

J. Molino updated the board on interviews scheduled for June 1, 2022.

Executive Session

Motion by T. Saunders, 2nd by M. Falk to enter executive session for the purpose of discussions concerning contractual and personnel issues. All in favor

No decisions or actions taken.

Motion by S. Beardsley, to exit executive session at 9:20am 2nd by T. Saunders all in favor.
Same people made the motion and 2nd to adjourn the meeting at 9:25am.



Board Financial Report
May 2022

ASSETS

<u>Operating Cash (Reserve)</u>	\$1,515,325	p. 3a	Cash Report p. 4
<u>Debt Reserve Bank Balance</u>	\$1,089,438	p. 3b	
<u>Restricted Cash:</u>	\$ 118,575	p. 3d	
<i>Town of Caledonia</i>	<i>(\$11,227)</i>		
<i>On Deposit M & T</i>	<i>(\$107,348)</i>		
<u>Accounts Receivable</u>	\$ 1,796,408	p. 3c	
Work-In-Progress (WIP Report Attached)	\$5,899,620	p. 4e	WIP Report p.5

LIABILITIES

<u>Current Liabilities</u>	\$ 7,082,261	p. 3f	
<i>Debt Payables, Retirement Accruals,</i>			
<i>Current WWTP Project (Short Term Debt)</i>			
	7,029,157		
<i>Funds Held for Others</i>			
	\$30,830		<i>Customer overpayments</i>
	\$22,274		<i>Compact of Towns</i>
<u>Long Term Liabilities</u>	\$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

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2022 Budget Revenue -\$3,460,268

p. 6a

May is a billing month (Revenue reflects service period 11/1/21-4/30/22)

Year to Date Revenue

\$1,225,810.17

p. 6b

Increase of \$98,264 from last year same time period.

Retail Fees up \$179,837-Village of Livonia & DOCCS

O & M Service down \$84,483 -Village of Livonia

EXPENSES

2022 Budget Expenses -\$3,459,882

p. 7a

Year to Date Expenses

\$1,246,014 (approx..36% of Budget)

p. 7b

Increase of \$116,051 from last year same time period

Increases

Wages & Salaries	\$85,613	additional staff, wage increases
Overtime	\$12,595	additional after hours call outs
Health Insurance	\$29,518	10% increase , additional staff
Engineering	\$33,190	transferred from WIP to expenses
Vehicle Expense	\$14,581	fuel increase(\$3,195), tires. \$2,995
		Reimbursed from insurance claim
Outside O & M	\$43,290	Methane tank removal, Office upgrades, WIP to
		Expenses (\$55,784) SCADA Comprehensive Eval
Customer Install	\$21,209	6 inch meter purchase

Decreases

Legal Services	\$12,569	Executive Director Search
Plant Ops	\$54,444	own staff
Other Prof. Service	\$30,578	Executive Director search
Purchased Water	\$34,071	\$14,000 from Village of Mt. Morris, \$20,000 from
		April that was paid in June
Purchased Sewer	\$11,318	V. Mt. Morris was paid in May of 2021 and June of
		2022

Livingston County WSA

Balance Sheet

As of 5/31/2022

(In Whole Numbers)

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	Current Year	Prior Year	Current Year Change	Beginning Year Bal...	YTD Change
CURRENT ASSETS					
Operating Cash	1,515,325 a	1,008,294	507,031	1,567,214	(51,889)
Debt Reserve	1,089,438 b	954,503	134,935	1,012,560	76,878
Accounts Receivable	1,796,408 c	1,492,449	303,959	2,011,966	(215,557)
Capital Contributions Receivable	38,623	29,713	8,911	56,410	(17,787)
Inventory	22,937	47,564	(24,627)	41,875	(18,938)
Prepaid Expenses	54,483	(13,675)	68,158	127,325	(72,842)
Funds held for Others	53,104	27,026	26,078	35,637	17,466
Total CURRENT ASSETS	4,570,319	3,545,873	1,024,446	4,852,987	(282,668)
Total Current Assets	4,570,319	3,545,873	1,024,446	4,852,987	(282,668)
NON-CURRENT ASSETS					
Restricted Cash	118,575 d	667,370	(548,795)	118,568	7
Capital Contrib Receivable, net current	474,108	632,064	(157,956)	474,108	0
Property & Equipment, Net Deprac	33,598,531	23,135,882	10,462,650	33,099,956	498,575
Work-In-Progress	5,899,620 e	8,590,167	(2,690,547)	5,038,373	861,247
Total NON-CURRENT ASSETS	40,090,835	33,025,483	7,065,352	38,731,005	1,359,830
Total Non-Current Assets	40,090,835	33,025,483	7,065,352	38,731,005	1,359,830
TOTAL ASSETS	44,661,154	36,571,356	8,089,798	43,583,993	1,077,161
CURRENT LIABILITIES					
Accounts Payable	26,564	117,024	(90,461)	25,235	1,328
Current Portion Loans Payable	7,001,799	365,789	6,636,010	4,601,484	2,400,315
Other Current Liabilities	25,085	131,045	(105,960)	1,703,791	(1,678,705)
Funds held for others	28,813	27,026	1,788	35,637	(6,824)
Total CURRENT LIABILITIES	7,082,261 f	640,884	6,441,377	6,366,147	716,114
Total Current Liabilities	(7,082,261)	(640,884)	(6,441,377)	(6,366,147)	(716,114)
NON-CURRENT LIABILITIES					
System Revenue Notes Payable	5,570,398	3,961,225	1,609,173	5,570,398	0
Total NON-CURRENT LIABILITIES	5,570,398 g	3,961,225	1,609,173	5,570,398	0
Retained Earnings & Net Position					
Retained Earnings	(31,950,369)	(32,317,080)	366,711	(31,950,333)	(36)
Net Income	(346,245)	332,116	(678,361)	0	(346,245)
Total Retained Earnings & Net Position	(32,296,614)	(31,984,964)	(311,650)	(31,950,333)	(346,281)
Total Net Position	44,949,273	36,587,073	8,362,200	43,886,878	1,062,394

	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22
	Actual	Act	Act	Actual	Estim	Estim								
Cash on hand 1st of each month	\$ 1,761	\$ 1,881	\$ 1,611	\$ 1,534	\$ 2,009	\$ 1,564	\$ 1,641	\$ 1,568	\$ 194	\$ 850	\$ 1,139	\$ 1,148	\$ 1,516	\$ 1,656
Cash Received														
Customer Billing	310.5	19.8	520	344.5	28	523.5	355	33.2	424	356.5	64.6	328.8	400	
Miscellaneous	4.4	24.8	1.7		0.2	5.5	3		2.4	1		0.6		
Grant/Contributions/EFC								143.8				845.9		
Draws														
Billing Services/O & M	13.2		15.8	17		2.6	37			16.8	12.1			
Services											250.5			
Relevy														
Estimated Cash Receipts														
Cash Receipts														
Debt/Grant/Contrib									1048.3	404.2	655.8			
Receipts														
EFC				651		239.1	1163							
Cash Balance before expenditures	\$ 2,089	\$ 1,925	\$ 2,149	\$ 2,547	\$ 2,037	\$ 2,335	\$ 3,199	\$ 1,745	\$ 1,669	\$ 1,629	\$ 2,122	\$ 2,324	\$ 1,916	\$ 1,656
Utility & Misc. Vouchers	134	161.8	111.1	168.7	177	183.3	452	151	159.6	187.7	158.4	166	160	160
Operating Vouchers	41	151.9	164.8	88.5	134	180.7	108	83	79	88.8	77.3	93	90	90
Miscellaneous				121.8			96							
Project Vouchers	33	0.5	338.4	159	162	329.7	975	1317	580	213.3	738	548.7	10	10
Estimated Expenditures														
Utilities														
Operating														
Projects														
Cash Balance after expenditures	\$ 1,881	\$ 1,611	\$ 1,534	\$ 2,009	\$ 1,564	\$ 1,641	\$ 1,568	\$ 194	\$ 850	\$ 1,139	\$ 1,148	\$ 1,516	\$ 1,656	\$ 1,396
Reserve Projects in Progress Budget Bal + Equipment to Purchase	1094	1174	1168	1150	1149	1037	931	887	918	728	759	743	733	723
Unallocated Cash Balance	\$ 787	\$ 437	\$ 366	\$ 859	\$ 415	\$ 604	\$ 637	\$ (693)	\$ (68)	\$ 411	\$ 389	\$ 773	\$ 923	\$ 673

(5)

Project Code	Project Name	Expenditures		Budget		Expenses Budgeted	Funding	Financing		Date Began	End Date	
		Assets	Expenses	Budget	Balance			Grant/Contributed	Reserve			Debt
DEBT & REIMBURSABLE PROJECTS												
31131	WaterSystem Improvements (EFC WIIA)	2,636,675.14		7,000,000.00	4,363,324.86		WIIA Grant/Loan	\$ 3,842,000.00		7/12/2019	12/31/2024	
31118	Conesus Outlet Water Main Re-Connection	9,212.50		120,000.00	110,787.50		WIIA Grant/Loan	\$ 120,000.00		8/23/2017	12/31/2022	
31104	Lake Forest Water Main	8,855.09		212,000.00	203,144.91		WIIA Grant/Loan	\$ 212,000.00		1/1/2014	12/31/2022	
31105	Singel Park Water System Upgrade (Pine Tree)	18,428.58		212,000.00	193,571.42		WIIA Grant/Loan	\$ 212,000.00		1/1/2018	12/31/2022	
	Water Sys Improv (Stone Hill-WS Transfers)			84,000.00	84,000.00		WIIA Grant/Loan	\$ 84,000.00		1/1/2022	12/31/2022	
	Spring St. Improvements			130,000.00	130,000.00		WIIA Grant/Loan	\$ 130,000.00		1/1/2022	12/31/2022	
	Water SCADA			900,000.00	900,000.00		WIIA Grant/Loan	\$ 900,000.00		12/1/2017	12/31/2022	
31142	Upgrade Lakeville Plant Phase 2	3,159,006.25	5,525,016.06		2,366,009.81		EFC Grant/Loan C8-6449-05-00			1/1/2022	12/31/2022	
Groveland Wastewater Treatment Plant Disinfection												
31132	Project			526,070.00	526,070.00		WQIP	\$ 367,576	\$ 158,494		1/1/2022	12/31/2023
31121	Lakeville WWTP Disinfection Phosphorus Removal	2,838.58		247,500.00	244,661.42		WQIP No. 111711	\$ 198,055	\$ 49,445		1/1/2022	12/31/2022
Total Debt & Reimbursable Projects & Studies		5,835,016.14		9,121,569.92								
GENERAL RESERVE PROJECTS												
31112	Adams/Clay St-PS Upgrades	12,491.70		120,000.00	107,508.30		Reserve	\$ 120,000		1/1/2016	12/31/2022	
31125	Technology Upgrades(Employee Transition)	20,228.00		21,299.73	1,071.73		Reserve	\$ 21,300		9/26/2018	12/31/2021	
IT Infrastructure Vulnerability & Risk Assessment,												
31139	Cybersecurity	9,273.00		15,000.00	5,727.00		Reserve	\$ 15,000		1/27/2020	2/28/2022	
31148	SCADA System Wide Improvements (Phase 1)	17,703.50		370,000.00	352,296.50		Reserve	\$ 370,000		1/1/2022	12/31/2022	
31141	Penetrate Manhole Repaid	8,542.19		8,542.19	8,542.19							
31146	PS Heating & Vent Upgrades	4,907.99		28,700.00	23,792.01							
Groveland Station												
Total General Reserve Projects		64,604.19		498,937.73								
Total WIP Expense (GL 1600)		5,899,620.33										
Studies/ Non Capitalization												
Phase 2 Collection System Inflow & Infiltration Study Project		3,750.00		120,000.00	116,250.00		EPG No. 105113	\$ 100,000	\$ 20,000	1/1/2022	12/31/2023	
Avon WWTP Evaluation -Study		15,600.00		30,000.00	14,400.00		(V) Avon/ (T) Avon/ LC IDA	\$ 7,500.00		1/1/2022	12/31/2022	
ERP Review (Billing/Accounting Software)		25,000.00		25,000.00	25,000.00			\$ 25,000		1/1/2022	12/31/2022	
Rate Study and Analysis		20,000.00		20,000.00	20,000.00			\$ 20,000		1/1/2022	12/31/2022	
Operation and Admin Bldg Assessment		25,000.00		25,000.00	25,000.00			\$ 25,000		1/1/2022	12/31/2022	
Total Studies				7,500.00	7,500.00			\$ 7,500		1/1/2022	12/31/2022	
Total Project Committed				707,087.73								
Equipment (2022)				36,000.00								
1/2 Ton AWD Pickup				36,000.00	36,000.00							
Total Equipment				36,000.00								
Total Committed Cash				743,087.73								

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Livingston County WSA

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 5/1/2022 Through 5/31/2022

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
OPERATING REVENUE						
Fees						
4110	783,292.76	1,076,778.50	896,941.62	179,836.88	3,168,145.00	(2,091,366.50)
4120	12,600.66	12,996.66	160.00	12,836.66	180,000.00	(167,003.34)
4125	14,766.25	58,766.79	46,517.15	12,249.64	0.00	58,766.79
	810,659.67	1,148,541.95	943,618.77	204,923.18	3,348,145.00	(2,199,603.05)
Permit Fees						
4200	3,060.00	44,519.89	49,545.00	(5,025.11)	30,000.00	14,519.89
	3,060.00	44,519.89	49,545.00	(5,025.11)	30,000.00	14,519.89
O&M Services						
4130	0.00	15,000.00	99,483.00	(84,483.00)	15,000.00	0.00
	0.00	15,000.00	99,483.00	(84,483.00)	15,000.00	0.00
Other Income						
4140	280.00	10,628.54	14,643.43	(4,014.89)	50,623.00	(39,994.46)
4160	500.00	4,625.00	8,750.00	(4,125.00)	0.00	4,625.00
4410	0.00	2,494.79	11,505.79	(9,011.00)	16,500.00	(14,005.21)
	780.00	17,748.33	34,899.22	(17,150.89)	67,123.00	(49,374.67)
	814,499.67	1,225,810.17	1,127,545.99	98,264.18	3,460,268.00	(2,234,457.83)
Total OPERATING REVENUE						
OPERATING EXPENSE						
Wages & Fringes						
5010	67,981.19	334,695.06	249,082.32	85,612.74	1,011,098.00	676,402.94
5020	5,144.65	21,557.01	8,962.43	12,594.58	43,519.00	21,961.99
5030	6,249.07	26,536.63	18,457.81	8,078.82	80,678.00	54,141.37
5040	10,058.55	55,047.98	49,505.96	5,542.02	122,336.00	67,288.02
5048	0.00	8,490.62	15,606.28	(7,115.66)	34,928.00	26,437.38
5050	19,327.72	114,518.47	85,000.17	29,518.30	242,342.00	127,823.53
5060	0.00	19,419.19	21,378.76	(1,959.57)	20,141.00	721.81
5070	164.96	2,361.79	5,206.76	(2,844.97)	15,000.00	12,638.21
	108,926.14	582,626.75	453,200.49	129,426.26	1,570,042.00	987,415.25
Professional Services						
6110	153.00	5,746.00	18,314.92	(12,568.92)	25,349.00	19,603.00
6120	32,600.00	39,410.00	6,220.51	33,189.49	20,000.00	(19,410.00)
6125	3,750.00	17,710.00	0.00	17,710.00	0.00	(17,710.00)
6130	1,283.44	23,516.98	21,449.38	2,067.60	19,300.00	(4,216.98)
6140	4,542.48	8,836.11	7,179.65	1,656.46	30,300.00	21,463.89
6150	8,100.00	40,500.00	40,500.00	0.00	102,000.00	61,500.00
6160	0.00	0.00	54,444.00	(54,444.00)	0.00	0.00
6190	0.00	0.00	30,578.48	(30,578.48)	0.00	0.00
	50,428.92	135,719.09	178,686.94	(42,967.85)	196,949.00	61,229.91
Utilities						
6200	0.00	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 5/1/2022 Through 5/31/2022

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
6210 Electricity	14,398.00	83,900.11	88,166.75	(4,266.64)	289,366.00	205,465.89
6220 Gas/Heating	2,666.59	11,832.64	5,982.58	5,850.06	20,304.00	8,471.36
6230 Telephone	758.08	8,785.47	9,260.75	(475.28)	23,007.00	14,221.53
Total Utilities	17,822.67	104,585.45	103,410.08	1,175.37	332,677.00	228,091.55
Vehicle Expense						
6420 Vehicle Repair	4,550.83	13,280.67	1,894.03	11,386.64	10,000.00	(3,280.67)
6430 Gasoline	0.00	8,415.57	5,221.09	3,194.48	30,604.00	22,188.43
Total Vehicle Expense	4,550.83	21,696.24	7,115.12	14,581.12	40,604.00	18,907.76
Purchased Water/Sewer						
6510 Purchased Water	34,538.35	78,929.15	113,000.25	(34,071.10)	537,500.00	458,570.85
6515 Purchased Water MCWA	0.00	43,999.88	62,234.42	(18,234.54)	0.00	(43,999.88)
6520 Purchased Sewer Treatment	(4,262.20)	10,067.58	21,385.47	(11,317.89)	85,000.00	74,932.42
Total Purchased Water/Sewer	30,276.15	132,996.61	196,620.14	(63,623.53)	622,500.00	489,503.39
Equipment Maintenance						
6610 Equipment Repair/Supply	167.72	561.48	3,058.01	(2,496.53)	11,275.00	10,713.52
6625 Small Equipment Purchase	2,562.38	5,091.99	11,183.99	(6,092.00)	59,955.00	54,863.01
6635 Equip Lease/Rental Contracts	0.00	0.00	815.00	(815.00)	21,580.00	21,580.00
Total Equipment Maintenance	2,730.10	5,653.47	15,057.00	(9,403.53)	92,810.00	87,156.53
Building Maintenance						
6300 Project Expense	0.00	4,501.20	0.00	4,501.20	0.00	(4,501.20)
6310 Outside O&M Services	81,516.46	125,990.83	82,700.99	43,289.84	289,618.00	163,627.17
6320 Laboratory Services	1,779.00	9,142.00	12,583.00	(3,441.00)	0.00	(9,142.00)
6350 Refuse Collection	634.24	4,224.98	2,569.65	1,655.33	0.00	(4,224.98)
6360 Cleaning Service	300.00	1,275.00	1,350.00	(75.00)	0.00	(1,275.00)
6620 Building Repair/Supply	10,904.51	45,476.46	36,196.50	9,279.96	170,810.00	125,333.54
6640 Customer Installation Supplies	104.57	49,304.46	28,095.05	21,209.41	26,232.00	(23,072.46)
Total Building Maintenance	95,238.78	239,914.93	163,495.19	76,419.74	486,660.00	246,745.07
Other Expenses						
6340 Uniforms/Clothing	79.99	1,786.16	1,197.03	589.13	4,700.00	2,913.84
6700 Permits, Fees & Inspections	740.00	740.00	1,938.13	(1,198.13)	24,010.00	23,270.00
6810 Postage & Freight	1,250.59	4,052.76	5,632.10	(1,579.34)	14,400.00	10,347.24
6820 Office Supplies	388.70	1,688.54	1,355.50	333.04	4,800.00	3,111.46
6830 Advertising	1,888.08	4,895.87	971.10	3,924.77	3,990.00	(905.87)
6840 Travel & Training	978.48	9,658.97	1,284.83	8,374.14	24,740.00	15,081.03
Total Other Expenses	5,325.84	22,822.30	12,378.69	10,443.61	76,640.00	53,817.70
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	315,299.43	1,246,014.84	1,129,963.65	116,051.19	3,459,882.00	2,213,867.16

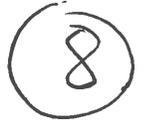
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Livingston County WSA

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

From 5/1/2022 Through 5/31/2022

	Current Period Actual	YTD Actual	YTD Last Year Actual	Current Year Change	Total Budget	Total Budget Variance
GAIN/LOSS BEF DEPRECIATION	499,200.24	(20,204.67)	(2,417.66)	(17,787.01)	386.00	(20,590.67)
DEPRECIATION EXPENSE						
Deprec Expense-non contrib	(49,643.02)	(246,282.69)	(242,217.45)	(4,065.24)	0.00	(246,282.69)
Deprec Expense-contributed	(58,124.20)	(290,621.00)	(297,353.05)	6,732.05	0.00	(290,621.00)
Total DEPRECIATION EXPENSE	(107,767.22)	(536,903.69)	(539,570.50)	2,666.81	0.00	(536,903.69)
OPERATING GAIN/LOSS	391,433.02	(557,108.36)	(541,988.16)	(15,120.20)	386.00	(557,494.36)
NON-OPERATING REVENUE/EXPENSE						
Non-Operating Income						
Retail Fees-Debt related	97,399.35	131,889.68	106,278.78	25,610.90	343,447.00	(211,557.32)
Restricted Revenue	1.47	5.67	9.57	(3.90)	0.00	5.67
Interest Income	1,535.38	9,053.73	10,247.99	(1,194.26)	0.00	9,053.73
Total Non-Operating Income	98,936.20	140,949.08	116,536.34	24,412.74	343,447.00	(202,497.92)
Non-Operating Expense						
Interest Expense	0.00	(10,409.78)	(10,683.91)	274.13	0.00	(10,409.78)
G/L on sale of Assets	0.00	0.00	38,302.19	(38,302.19)	0.00	0.00
Total Non-Operating Expense	0.00	(10,409.78)	27,618.28	(38,028.06)	0.00	(10,409.78)
Total NON-OPERATING REVENUE/EXPENSE	98,936.20	130,539.30	144,154.62	(13,615.32)	343,447.00	(212,907.70)
NET GAIN/LOSS BEF CONTRIB	490,369.22	(426,569.06)	(397,833.54)	(28,735.52)	343,833.00	(770,402.06)
CAPITAL CONTRIBUTIONS						
Grant Revenue						
Grant & Donation Revenue	243,980.25	662,894.20	50,000.00	612,894.20	0.00	662,894.20
Total Grant Revenue	243,980.25	662,894.20	50,000.00	612,894.20	0.00	662,894.20
Total CAPITAL CONTRIBUTIONS	243,980.25	662,894.20	50,000.00	612,894.20	0.00	662,894.20
CHANGE IN NET ASSETS	734,349.47	236,325.14	(347,833.54)	584,158.68	343,833.00	(107,507.86)



To: Livingston County Water and Sewer Authority Board

From: Jason Molino, Executive Director 

Date: June 9, 2022

Subject: Town of Lima Water Lease Agreement

Attached please find a copy of the Water Lease Agreement with the Town of Lima for their four water districts. The agreement is a standard format similar to existing water leases the Authority has with other communities. I will discuss a few nuances with this lease at our June Board meeting.

The Town of Lima held its public hearing on the Lease Agreement at their June 7th Town Board meeting after which the Town Board adopted a resolution to execute the Lease Agreement subject to public notice and permissive referendum.

I would recommend the Authority Board consider executing the Lease Agreement at the July Authority Board meeting.

LEASE AGREEMENT
between the
LIVINGSTON COUNTY WATER AND SEWER AUTHORITY
and the
TOWN OF LIMA

This Agreement entered into as of July __, 2022, by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation (the "Authority"), having an office at 1997 D'Angelo Drive, Lakeville, New York and the Trustees of the **Town of Lima**, a municipal corporation on its own behalf (the "Town"), having an office at 7329 East Main Street, Lima New York.

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

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

WHEREAS, the Town currently owns various water distribution systems within the jurisdictional limits of the Town, which include water transmission mains, fire hydrants, valves, water services, and water meters that comprise cumulatively the water distribution improvements located within the Town of Lima Water Districts No. 1, 2,3 and 4 (the "System"). The detailed improvements that comprise the System are set forth in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the Town has determined that it is in the best interest of its residents to lease the System to the Authority, so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Town residents; and

WHEREAS, the Town has the legal standing to lease the System to the Authority pursuant to NYS Town Law §198 12. (b); and

WHEREAS, the Authority has determined that it is in furtherance of its legislative purpose (to provide water and sewer services within Livingston County) to lease the System from the Town and to operate and maintain such improvements for the benefit of the residents of the Town and the other customers of the Authority; and

WHEREAS, the Authority has the power to acquire leasehold interest in, and to operate the Town's System pursuant to NYS Public Authorities Law §1199-DDDD; and

WHEREAS, the Town and the Authority desire to enter into a long-term agreement, wherein the Authority will lease, maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers serve by the System, under the terms and conditions specified in this Agreement.

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. Lease of Facilities; Commencement Date.

- 1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Town hereby leases to the Authority, subject to the terms and conditions of this Agreement, the entire System, together with any replacements, additions, betterments and improvements that may hereafter be furnished and installed during the Term of this Agreement and including any interests in real property.
- 1.2 For purposes of this Agreement the "Commencement Date" shall be August 1, 2022, unless a different date is mutually agreed upon in writing by the Town and the Authority.

2. Rights and Obligations of the Authority. The Authority shall have the following rights and obligations with respect to the System as of the Commencement Date:

- 2.1 The Authority shall have the right to use the System for the transmission of water to serve its current and future wholesale and retail customers within the Authority water delivery infrastructure, including but not limited to the System, without the imposition of any rental or other charges by the Town.
- 2.2 The Authority shall have the right to provide for the connection of users to the System during the term of the Agreement. All connection and other fees paid by users who are connected to the System shall be paid to and be the property of the Authority, except as otherwise provided herein.
- 2.3 The Authority shall operate, maintain, repair and replace the System, and any portions or extensions thereof, at its own cost and expense and at its own discretion.
- 2.4 The Authority shall sell water to the customers of the System in accordance with the current Town rate schedules (for each individual district), including the unit basis, through 2022. The only exceptions include wholesale water increases from the City of Rochester and/or Monroe County Water Authority, if any. After December 31, 2022, the Authority shall be free to charge the customers of the System within the Town in keeping with the Authority Rate Schedule then in effect.
- 2.5 Pursuant to §1199-MMMM of the NYS Public Authorities Law and §406 of the NYS Real Property Tax Law (to the extent applicable pursuant to §89-L of the NYS Public Service Law), the Authority shall not be required

to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or upon the System, since the use of the System is a public use.

- 2.6 The Authority shall have the right, at its own cost, to install additional or replacement facilities within the System as the Authority deems necessary or advisable to better serve its customers. Legal title to any facilities installed by the Authority, including any replacements to the System, shall be and remain in the Authority.
- 2.7 The Authority shall at all times maintain casualty and liability insurance coverage on the System 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, addition betterments or improvements to the System.
- 3.2 The Town shall not resell or redistribute water supplied from the Authority or through the System to any other municipality or any water districts or water customers, whether wholesale or retail, without the prior written consent of the Authority. In an emergency, the Authority will not unreasonably withhold such consent.
- 3.3 The Town shall assign to the Authority the benefit of all construction and/or service warranties that the Town may have from recent projects, except that the Town may retain a joint right to enforce any such warranties.
- 3.4 Town customers will be responsible for expenses related to future capital improvement projects made to the System.
- 3.5 The Town shall remain responsible for payment of all existing or pending debt service associated with the System (and each individual Water District within the System. This includes any debt associated with the following:
 - 2017/2018 Pump Station project for the pump station located at the Monroe County and Livingston County Line. Such project has a pending Member Item Payment award that has not yet been received, of which the Town shall be entitled to keep its portion as received from the Village of Lima; and
 - 2021/2022 Village of Lima Water Improvement Project.
- 3.6 The Town will be responsible for any future debt associated with its

proportionate share of the proposed 2024/2025 Village of Lima improvements to the pump station effluent pipe, which shall be a joint obligation of Water District No. 2 and Water District No. 4.

4. Supply of Water

- 4.1 It is understood and agreed that the Authority makes no 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 Authority, agents, servants, employees, contractors, sub-contractors, and/or assigns. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Authority's sole discretion. In all cases, other than emergencies, the Authority shall give the Town written notice 48 hours prior to any shut-off or flow reduction. The Authority 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 Authority to the Town and its customers shall be in accordance with and governed in all respects by this Agreement and the Authority'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, the Authority shall be responsible for providing water to the former customers of the Town, and such customers shall be considered customers of the Authority from the Commencement Date forward.
- 5.2 As of the Commencement Date, the Authority shall be entitled to collect all fees, charges, assessments and claims related to the former customers of the Town being served by the System.
- 5.3 The parties acknowledge that as of the Commencement Date there are certain charges for water delivered to Town Customers prior to the Commencement Date that have not been paid by such customers and that would historically be collected through the Town's right to re-levy against the property taxes of such customers. The Authority agrees that on or before December 31, 2022, it will reimburse the Town for all unpaid water charges of Town customers for the period August 1, 2021 through July 31, 2022. Subject to such reimbursement to the Town, the Authority shall have the right to keep all monies collected through re-levy. Any re-levy for funds not paid, that become due for water charges

incurred after July 31, 2022, shall be the property of the Authority and the Town shall have no right to any credit, off-set or reimbursement for the same.

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 Upon the expiration of the Term, unless the parties agree otherwise, the Authority shall return to the Town the System leased to it, 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 Authority any additional facilities installed pursuant to Sections 2.6 herein during the lease Term by the Authority at its sole cost and expense for the sole benefit of the System hereby leased. The value of such additional facilities shall be determined based on the actual cost of such improvements or the fair market value determined by a panel of three qualified appraisers, one chosen by the Authority, one chosen by the Town and the third to be chosen by the two appraisers engaged by the Authority and Town, whichever is less. If the Town desires to obtain such improvements, the Town shall pay the Authority in full for the determined value of the additional facilities at the termination of the lease Term.
- 6.3 Notwithstanding the provisions of Section 6.2, the Town shall not have the right to acquire from the Authority any water delivery infrastructure and appurtenant improvements owned by the Authority if such infrastructure and appurtenant improvements are used by the Authority to provide water services to other municipalities and/or customers, unless adequate provisions are made for continuing service to such municipalities and/or customers consistent with the Authority's contractual obligations. In the event this Agreement has terminated, and in the event that Town and Authority are not able to agree as to the price for such infrastructure and appurtenant improvements to be acquired by the Town, the Authority agrees to pay to the Town a reasonable fee (as determined by the Authority and the Town) for transmission through the System from such infrastructure and appurtenant improvements.
- 6.4 In the event that this Agreement terminates and the Town takes back the System leased hereunder, the Authority 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 the entering into of 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 residents and the Authority will be able to use the facilities owned by the Town to meet the Authority's obligations to furnish water services to its customers. Such arrangement will address, as necessary, the rights of the Town and Authority to use the other's facilities, and the terms for such use. If the parties have failed to reach agreement six months before the date when the System is to be returned to the Town, the Authority and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

7. Miscellaneous

- 7.1 It is expressly understood and agreed that the furnishing of water and the performance of services by the Authority to 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 Authority.
- 7.2 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.
- 7.3 This agreement may be amended or modified only by a subsequent written document executed by and parties hereto.
- 7.4 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.
- 7.5 The Town represents and warrants to the Authority that it has taken all actions necessary or required to be taken by it, including any referendum necessary, and that the Town has full power and authority necessary to execute this agreement and perform in accordance with its terms.
- 7.6 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the System that would impede or affect the leasehold interest of the Authority as created hereunder.
- 7.7 The Town hereby agrees to indemnify and hold the Authority 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 or in any way associated with the System that arose prior to the Commencement Date.
- 7.8 The Authority 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 or in any way associated with the System that arises after the Commencement Date and during the Term of this Agreement.
- 7.9 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.

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.

**LIVINGSTON COUNTY WATER
AND SEWER AUTHORITY**

By: _____
Jason Molino, Executive Director

Date: _____

TOWN OF LIMA

By: _____
Michael J. Falk, Supervisor

Date: _____

DRAFT

SCHEDULE A

DESCRIPTION OF LEASED IMPROVEMENTS

DRAFT



RESOLUTION NO. 2022-22

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE 2022-2023 NYS LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM THROUGH THE CONSOLIDATED FUNDING APPLICATION FOR THE PURCHASE OF A SHARED VACUUM TRUCK

WHEREAS, the New York State Department of State (NYSDOS) has available funds for the 2022-2023 Local Government Efficiency (LGE) Grant Program through the Consolidated Funding Application (CFA); and

WHEREAS, Livingston County Water and Sewer Authority (Authority) is a public benefit corporation established in 1995 by an act of the State Legislature and currently serves over 7,000 water and sewer customers, a population of over 10,000 within ten municipalities in Livingston County; and

WHEREAS, the Authority operates and maintains two wastewater treatment plants, approximately 50 miles of sanitary sewer pipe, 46 pump stations, 12 water towers and approximately 75 miles of water pipe, and the Authority is actively working with community partners to expand water and sewer services throughout Livingston County; and

WHEREAS, The Authority intends to submit a NYSDOS LGE grant through the CFA program for the purchase of a dedicated vacuum truck that will be a shared resource among various Livingston County communities; and

WHEREAS, This is a great benefit to Authority operations as well as our local community in order to reduce costs at both levels of government of having to rent/contract out at a premium cost during emergency situations that call for its use; and

WHEREAS, This will allow the Authority and the local communities to perform more regular maintenance on the regional water and sewer transmission/collection systems as well as local water, sewer, and/or stormwater distribution/collection systems to proactively address and correct any issues and minimize costly emergency repairs; and

WHEREAS, Individual local communities do not have the financial resources to outright purchase, store, and maintain their vacuum truck due to the significant expenses associated with such equipment; and

WHEREAS, Some communities have utilized a combination of several other pieces of equipment in an effort to get the same results as a dedicated vacuum truck, it is not to the same level of power, capacity, effectiveness, or efficiency and results in increased labor, time, and fuel; and

WHEREAS, At a time when the cost to maintain our underground infrastructure is growing rapidly and local budgets are tightly constrained, shared resources such as this are critical to continuing to provide safe and reliable essential public services; and

WHEREAS, Of the total 66,179 residents in the County, approximately 58 percent and 44 percent are serviced with public water and sewer, respectively, through the Authority or their local community; and

WHEREAS, The residents, businesses and visitors in Livingston County would directly benefit from this shared resource and the purchase would further the efficiency of operations of the Authority, the local communities that contract with the Authority for water and sewer, and those that provide public services outside of the Authority's districts.

NOW, THEREFORE, BE IT RESOLVED, the Livingston County Water and Sewer Authority Board fully supports the submission of the NYS LGE grant application for up to \$500,000 and makes the commitment of the needed local match should said application be funded.

BE IT FURTHER RESOLVED that the Livingston County Water and Sewer Authority Board will work with local communities to enter into an Intermunicipal Agreement (IMA) for shared use of the vacuum truck, the details of which will be finalized and signed prior to December 31, 2022.

June 15, 2022

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: June 8, 2022

Subject: Local Government Efficiency Grant Application

1. Action Requested:

Action from the Board to approve a resolution to apply to the Local Government Efficiency Grant program for the purchase of a vacuum truck to support the Authority's operation as well as shared services with surrounding communities.

2. Background:

Currently the Authority rents a vacuum truck annually for approximately \$15,000-\$20,000. The vehicle is used to clean out pump stations and manholes as part of our annual preventive maintenance program. In addition, specifically during emergencies, the Authority may rent a vacuum truck for excavations around water and sewer failures or for setting up bypass relays. This was the case with the sewer collapse on E. Lake Rd, Conesus May 20th, in which the Authority was able to utilize the Village of Dansville's vacuum truck to continually pump out pump station E4 while a collapsed sewer was replaced.

A vacuum truck is an essential piece of equipment needed to properly perform regular routine maintenance on sewer collection systems and wastewater plants due to the vehicles ability vacuum deep trenches or wells as well as store water and material for transport and discharge. Also, the vehicle can be used to assist with water and sewer excavation (hydro/vacuum excavation), particularly around underground utilities, and assist with investigation and clearing of sewer blockages as a truck can be outfitted with jetter capabilities. This type of excavation is not only more efficient and effective, as it can minimize unintended damage to other underground utilities, it is also safer for staff as operators can excavate/dig from outside a trench.

There is currently one vacuum truck in the County (Village of Dansville). Considering the Authority has the most sewer main and pump stations of any municipality in the County, as well as two wastewater treatment plants, owning a vacuum truck can aid significantly in our ability maintain our systems and respond to emergencies. In addition, surrounding Villages and Towns have similar needs, and while no community would use the vehicle full-time, collectively, access to and use of a sewer vacuum truck within the County is well justified.

The New York State Department of State Local Government Efficiency (LGE) Grant program is intended to incentivize new actions between local governments that will reduce the cost of

municipal operations and modernize the delivery of local services, thereby limiting growth in property taxes. Applicants must illustrate significant commitment to project completion and clearly demonstrate, through financial estimates and performance measures, the long-term benefit to New York taxpayers.

Two or more local governments are eligible to apply for funding assistance to plan for and implement shared services. Applications are evaluated based on the potential municipal tax levy impact, project need, service delivery benefits, operational changes, local and regional capacity, and the comprehensiveness and specificity of the work plan and budget.

It is proposed that if the project is funded the Authority would execute intermunicipal agreements with participating municipalities that would clearly outline scheduling, requests, rental costs, etc. for use and access to the vehicle. It would be expected that the Authority would send an operator with all requests to ensure Authority staff is always operating the equipment.

To date municipalities that have shown interest and have been asked to provide a resolution of support for the project are: Villages of Avon, Caledonia, Geneseo, Lima, Livonia, Mt. Morris Nunda, Dansville, Livingston County Highway, Towns of Springwater, York and Leicester. The Authority already services the remaining Town's in the County.

3. Financial Implications:

The most recent proposal for a new vacuum truck is \$483,000. Due to its high cost and collective need across the County, applying for grant funding to LGE program is an appropriate project for consideration. If awarded, the local responsibility is a 10% local match, or \$48,300. It is recommended that the Authority provide the local match so that clear ownership and expectations are understood with other partnering municipalities.