

Official Minutes

An official meeting of the Town Board Meeting of the Town Board of the Town of Lima, County of Livingston and the State of New York was held at the Town Hall, 7329 East Main Street, Lima, New York, on the 6th day of February 2024 at 6:00 P.M. Notice was printed in the Mendon-Honeoye Falls-Lima Sentinel.

Present: Supervisor, Michael Falk
Councilperson, Bill Carey
Councilperson, Mark Petroski
Councilperson, Ron Blodgett
Councilperson, Steve Werner
Town Clerk, Jennifer Heim
Town Attorney, Jim Campbell
Highway Superintendent, John Sokolofsky

Guest(s): CEO/Building Inspector, Charlie Floeser, Dan Marcellus, Jason, Molino, Augie Lindsay, Scott Caccamise, Cathy Gardner, Marty Gardner, Blake Benson, Christine Steerman, Jim Van Dick

Supervisor Falk called the meeting to order at 6:00 P.M., with the Pledge to the Flag.

Approval of the Agenda

Upon motion by Councilperson Werner to approve the agenda as distributed, seconded by Councilperson Carey, the vote was unanimous.

Town Board Meeting Protocols

Supervisor Falk read new Town Board meeting protocols as follows:

“The Town of Lima follows NYS Open Meetings Law procedures. All meetings of the Town Board are duly noticed and open and accessible to the public. The public is there to witness the proceedings only. In the event of a Public Hearing, people may sign in and speak to the board and those assembled regarding the hearing topic for a maximum of 5 minutes once per board meeting. Speaking time belongs only to the speaker and may not be re-assigned to someone else. Privileges of the floor may be granted to anyone who wishes to address the board on any topic at all. In order for the public to be properly noticed the Privileges of the Floor must be applied for and approved by 5 calendar days prior to the Board meeting date. Privileges of

the floor are not to exceed 20 min. Approval authority for privileges of the floor are held by the Supervisor or the Deputy Supervisor if the Supervisor is unavailable. At the beginning of each meeting the public may sign up to speak for 5 minutes on any posted agenda topic. Questions can be answered during the agenda discussion or logged for answer after research. At the very end of each meeting the public may sign up to speak for 5 minutes on any topic at all. Questions can be answered or researched and answered later.”

Supervisor’s Report

Supervisor Falk mentioned receipt of said report. On a motion by Councilperson Carey to accept the Supervisor’s report, seconded by Councilperson Petroski, the vote went as follows:

CARRIED Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

Supervisors Communication to the Board

Supervisor Falk received a letter to the board asking for a local resolution to cease fire in Gaza, a letter promoting health program at the library and save the date for energy seminar at Town Hall. For further information regarding dates and times call the office.

January 2nd Organizational Minutes

Minutes were approved upon motion by Councilperson Blodgett, seconded by Councilperson Werner, the vote went as follows:

CARRIED Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

Approval of Abstracts

Councilperson Werner was not finished reviewing abstracts at this time.

Floor Privileges

Daniel Marcellus of SkyPort IT discussed an update on rebooting platform. Mr. Marcellus also discussed what his company does for the town. A folder was distributed with details as well. Mr. Marcellus will put together a government version package for the Town of Lima and same will be presented by the April meeting.

Water District #5

Discussion was held regarding the workshop on January 30th at 7:30PM at Town Hall. Jason Molino will meet with CPL to put some new scenarios together to install water in areas where the need was greatest, with approximate cost estimates, by the March meeting but no later than the April Town Board meeting. He will also reach out to the USDA informing them of the new potential plans to see what grant money may be available.

Upon motion by Councilperson Blodgett to move forward with said plan, seconded by Councilperson Werner, the vote went as follows:

CARRIED: Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

Building Inspector/Code Enforcement Officer Report

BI/CEO Charlie Floeser emailed his report for board review and discussed the same.

Highway Department Monthly Report

Highway Superintendent discussed his report.

Highway Superintendent Sokolofsky asked for approval of the 284 Agreement to Spend Highway Funds. Upon motion by Councilperson Werner to approve this expenditure, seconded by Councilperson Carey, the vote was unanimous.

Highway Superintendent Sokolofsky asked to advertise for a new MEO to replace Ken East who is retiring April 25th. Upon motion by Councilperson Blodgett to advertise with rates of \$22-\$25 per hour, seconded by Councilperson Petroski, the vote was unanimous.

Supervisor Falk stated CPL will be out this month for the survey of work for the crosswalk.

Salt Shed drainage was tabled for next month.

Siemens Energy Services

Chris Catt, Market Lead Government Energy & Sustainability, is closely monitoring the NY budget. There is a 5-month window to finish the project once federal funds are received.

Paid Family Leave

Town Attorney Campbell received one (1) estimate to redo the Town of Lima Personnel Policy and waiting for one more estimate.

Capital Improvement Debt Repayment Agreement – District #2

Upon motion by Councilperson Werner to approve the Capital Improvement Debt Repayment Agreement for water District #2, seconded by Councilperson Blodgett the vote went as follows:

CARRIED Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

CAPITAL IMPROVEMENT DEBT REPAYMENT AGREEMENT

This Agreement made this _____ day of _____ 2024, by and between 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**”) and 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**”), which may collectively be referred to herein as “Parties.”

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

WHEREAS, on May 26, 1987 the Village and Town entered into a Municipal Cooperation Agreement (“**MCA**”), which detailed the construction and operation of a new 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 the connection to the existing Village water tower; and

WHEREAS, the improvements contemplated in the MCA were constructed and have been serving customers of the Village and Town since then; and

WHEREAS, the MCA also determined that the Village and Town would allocate the cost of the construction and received grant funds to be reflective and apportioned according to the water needs of the Village and Town; and

WHEREAS, the Village recently completed various improvements to its water system which included: an emergency water supply main extension along New York State Route 5 and 20 including the meter vault and master meter located at 7051 West Main Road, Lima; replacement/improvements of the water main in the Village along Rochester Rd./New York State 15A and Seneca Avenue, to include 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; and improvements to the Village water tower. All improvements are collectively referred to herein as the “**Project**”.

WHEREAS, the Project is now complete and the Village and the Town are desirous of finalizing the Town’s remaining payment obligations relating to the construction of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the receipt of which is acknowledged, the Village and Town (the “Parties”) agree as follows:

1. Village of Lima Project Costs

- 1.1. The total project costs and grant deductions for the Project are outlined in Exhibit 1, Entitled: *Village of Lima Water Improvements-Budget Breakdown for Town Share*, Authored by MRB Group.
- 1.2. The Village has paid for, received grant funding for and amortized the remaining net cost of said project. The total project cost after grant reduction is \$1,294,000.00.
- 1.3. The Village amortization schedule for the Project is Exhibit 2.

2. Town of Lima Project Costs

- 2.1. Between January 1, 2018 and March 12, 2020, the Village billed and the Town paid \$85,511.50 of construction costs, to include soft costs, towards the Town’s share of the Project.
- 2.2. The Village did not bill the Town for costs related to the Project after March 20, 2020.

3. Town Percentage Share of Project Costs

- 3.1. The percentage share the Town has paid for the Project has changed annually between 2018 and 2020. Between 2018 and 2020, the Town percentage share equaled the operation and maintenance percentage identified in the Amendment to the MCA for that specific year.

- 3.2. To determine the remaining Town obligation of the cost of the project, the Parties agree to the Town paying 12.5% of the total project cost after grant dollars received, which amounts to \$161,750.15 (total project cost after grant dollars of \$1,294,000.81 x 12.5%).
- 3.3. After deducting the \$85,511.50 of prior Town payments from the total Town share of \$161,750.15, the Town's remaining payment obligation for the Project is \$76,238.65.
- 3.4. Exhibit 3 outlines the total project cost and remaining Town payment obligation.

4. Town Payment to the Village for Remaining Project Costs and Interest

- 4.1. The Parties agree that the Town shall pay the Village the remaining Town balance of \$76,238.65, with interest at the annual rate of 4.3735% (the Net Interest Cost per Exhibit 2), amortized over a five (5) year period in accordance with the following schedule:

<u>Date</u>	<u>Payment plus Interest</u>
March 1, 2024	\$17,305.35
March 1, 2025	\$17,305.35
March 1, 2026	\$17,305.35
March 1, 2027	\$17,305.35
March 1, 2028	\$16,580.22

5. Miscellaneous

- 5.1. This Agreement sets forth the entire understanding between the Parties. This Agreement supersedes all prior or contemporaneous representations, discussion, negotiations, letters, proposal agreements and understandings between the parties, whether written or oral.

VILLAGE OF LIMA

(SEAL)

By: _____

MAYOR

TOWN OF LIMA

(SEAL)

By: _____

TOWN SUPERVISOR

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

On _____, 2024, before me personally came _____ 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 _____ 2024, before me personally came _____ 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

This Agreement has been executed by Supervisor Falk and notarized by Town Clerk Heim. Said Agreement will be delivered to the Village Board for same.

Intermunicipal Agreement Between Village, Town, and Authority

Upon motion by Councilperson Petroski to approve the Agreement, seconded by Councilperson Blodgett, the vote went as follows:

CARRIED

Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
Nays: 0

**INTERMUNICIPAL AGREEMENT
Between**

**THE VILLAGE OF LIMA, TOWN OF LIMA
And
LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**

This Agreement (the “**Agreement**”) made this ____ day of ____ 2024, by and between 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**”) and 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 and operator 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 Town and Authority have entered into a long-term lease of the water distribution facilities, so that the Authority is now responsible for operating all of 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 (“**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 “**Project**”) and which is attached hereto as Exhibit 1; and

WHEREAS, the MCA also described how the Village and Town would annually share the responsibility and expenditures for the operation and maintenance of the infrastructure constructed as part of the Project, with the Village paying approximately 85% of the same at the time of said agreement; 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. Their 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 (New York State Route 15A), located in Lima on the Lima/Mendon town line (“**Pump Station**”); and

WHEREAS, on September 10, 2019 the Parties entered into an Intermunicipal Agreement (“**IMA**”), attached hereto as Exhibit 2, which detailed various improvements and updates to the Village and Town water delivery infrastructure related to the installation of an emergency water supply main extension along New York State Route 5 and 20, Village water tank rehabilitation, and replacement of water main along New York State Route 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, the Village built, improved and operates the shared water infrastructure from the Project and the 2019 Improvement Project, which collectively serves the Village and Town; and

WHEREAS, the Parties are desirous of updating the MCA to accurately reflect the shared water infrastructure from the Project and the 2019 Improvement Project, as well as 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 the Village, Town and Authority (by virtue of a long-term lease of the Town’s water infrastructure) hereby agree as follows:

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

6.1. “**Water Transmission Line**” shall be the water transmission main line along New York State Route 15A from the Village line north to the Monroe/Livingston County line.

6.2. “**Pump Station**” shall be the water pumping station at the Monroe/Livingston County line. This shall include a water meter within the pump station.

6.3. “**Water Tower**” shall be the water tower located in the Village.

6.4. “**Emergency Water Supply Line**” shall be the emergency water supply main extension along New York State Route 5 and 20 starting at Livonia Center Rd. traveling west to the Town of Avon/Lima line. This shall include the meter vault and master meter located at 7051 West Main Road, Lima.

6.5. “**Rochester Rd./Seneca Ave. Water Main**” shall be the water main in the Village along Rochester Rd./New York State 15A and Seneca Ave to include 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 include meter vault and master meter located at 1574 Rochester Street, Lima.

6.6. **“Joint Water Facilities”** or **“Joint Facilities”** shall be all jointly utilized water facilities constructed and improved under the MCA and IMA, including the Water Transmission Line, Pump Station, Water Tower, Emergency Water Supply Line and Rochester Rd./Seneca Ave. Water Main, which include the Project and the 2019 Improvement Project, all as shown in Exhibit 3.

6.7. **“Parallel Water Line”** shall be the water transmission line parallel to along the west side of the Water Transmission Line from Gale Rd., Lima to approximately 1280 Rochester Rd., Lima.

7. Term of Agreement

7.1. For purposes of this Agreement the **“Commencement Date”** shall be March 1, 2024, unless a different date is mutually agreed upon in writing by the Village and the Town.

7.2. The Term of this Agreement will be for a period of 10-years from the Commencement Date.

7.3. One year prior to the termination 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 10-year term expires.

8. Operation and Maintenance (O&M) Costs

8.1. 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 of expenses directly related to the maintenance and debt service of the Joint Water Facilities pursuant to the MCA;

8.2. The Parties acknowledge that under the current practice for determining O&M cost for the Joint Water Facilities, water loss has a negative impact on Town Water District No. 2 and:

8.2.1. The cost of water loss occurring in the Water Transmission Line along NYS Route 15A from the Village line north to Monroe/Livingston County line is being solely borne by Town Water District No. 2.

- 8.2.2. The cost of water loss along the Water Transmission Line 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 is solely borne by the Village.
- 8.2.3. The section of Water Transmission Line within the Town is over 10,000 linear feet while the section of Water Transmission Line within the Village is under 3,000 linear feet.
- 8.3. The Parties agree that they shall share O&M costs of the Joint Water Facilities based on water consumption by each jurisdiction, as identified in Exhibit 4, following the correction of all water leaks as identified pursuant to Section 3.4 below. Until such time as all water leaks have been identified and corrected and upon execution of this Agreement, the O&M costs share shall be 90% Village and 10% Town/Authority.
- 8.3.1. The Parties agree that full payment to the Village of any remaining amounts owed under the MCA, through the date of execution of this Agreement shall be paid within 30 days following the date of execution of the Agreement. The Parties agree that the amount owed to the Village by the Authority is \$4,247.03.
- 8.3.2. Upon receipt of payment from the Authority, the Village shall withdraw its November 2, 2023 Notice of Claim against the Authority.
- 8.4. The Parties agree to cooperate in conducting a leak detection survey of the Water Transmission Line upon execution of this Agreement, pursuant to the proposal set forth in Exhibit 5.
- 8.4.1. The Parties agree to share the cost of the leak detection survey equally 50% -Village and 50% Town/Authority.
- 8.4.2. The Parties agree to make leak detection corrections a priority and to correct all leaks designated as “high priority” leaks within twelve (12) months of receiving the final leak detection survey results. Any and all leaks designated “medium priority leaks” or “low priority leaks” are to be corrected within eighteen (18) months of the final leak detection survey results. All corrections of leaks are subject to budgetary restraints as set by the Village of Lima Board of Trustees.
- Whether a leak is high, medium, or low priority will be based upon the designation given by the final leak detection report, as agreed to by the Village’s engineer.
- 8.4.3. The Village agrees to locate and mark, to the best of its ability, all appurtenances along the Water Transmission Line, including, but not limited to main line valves, prior to the leak detection survey.

- 8.4.4. The Town/Authority agrees to locate and mark, to the best of its ability, all appurtenances along the Water Transmission Line and Parallel Water Line, including, but not limited to hydrant valves, hydrants and individual service laterals. This is to include but not be limited to all service curb boxes and service laterals.
- 8.4.5. The Parties agree that each shall be solely responsible for leak repairs within the following geographic areas of responsibility:
- 8.4.5.1. The Village assumes all responsibility, including costs, to repair any leaks detected on the Water Transmission Line from the Village-Town line to the Pump Station. This is to include any main line valves.
 - 8.4.5.2. Town/Authority assumes all responsibility, including costs, to repair any leaks detected on the fire hydrant valves, fire hydrants and any service laterals coming off the Water Transmission Line and any leaks detected on the Parallel Water Line, including all main line valves, hydrant valves, hydrants and individual service laterals connected to or coming off the Parallel Water Line.
- 8.5. The Parties agree to cooperate to conduct, or have conducted, a leak detection survey of the Water Transmission Main not less than once every five years for so long as this Agreement is in effect. The Parties further agree that following the results of any future leak detection survey, the Village and Town/Authority will discuss any needed repairs or improvements to the Water Transmission Main. Costs related to conducting future leak detection surveys to the Water Transmission Main following the survey will be shared evenly between the Parties. Repairs to the service laterals and Parallel Water Line and the costs associated with them will be assumed solely by the Town/Authority.
- 8.6. The Parties agree to have the Water Tower inspected every five (5) to seven (7) years. The first water tower inspection will be conducted on or around 2026. The Parties agree that following the results of the water tower inspection, both 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 conducting the water tower inspection and repairs/improvements to the Water Tower will be shared based on the current O&M calculation at the time the repairs are made. Repairs shall be made within the same timeframes set forth in Paragraph 3.4.5, above.

9. Future Capital Improvements of Joint Facilities

- 9.1. The Parties shall consult with each other in advance and prior to each major phase of any planning, design, and/or construction of a capital improvement project related to the Joint Facilities. The Parties shall share costs of all capital improvements pursuant to Section 4.4, below.

- 9.2. The Parties agree to meet at least once annually to discuss expected or anticipated capital improvements to the Joint Facilities, forecasting out five (5) years from the meeting date (the “**Annual Meeting**”).
- 9.3. The Parties agree to make every effort to reach consensus about upcoming capital improvements to the Joint 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 Facilities. Similarly, the Town/Authority cannot obligate the Village to any capital improvements or related expenses without the express consent of the Village.
- 9.4. Sharing and/or reimbursement of capital improvement costs to the Joint Facilities shall be based on annual O&M percent share. For construction projects that overlap calendar years, an average of O&M percent share of the overlapping years shall be used as the capital cost sharing percentage at the end of the project.

10. Master Water Meters

- 10.1. 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.
- 10.2. The meters shall be maintained within the accuracy limits specified for repair of meters in the then latest 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 any meter at any reasonable time, at its own expense, upon written notice to the other Parties.
- 10.3. The Village agrees to provide the Town/Authority free and ready access to each of the meter vaults and Pump Station in which the master water meters and associated equipment are housed.

11. Billing for O&M and Capital Expenditures

- 11.1. The Village shall invoice the Town/Authority monthly for O&M that should include:

11.1.1. Invoices for water purchase and/or O&M expenses shall be typed and shall include copies and/or supporting documentation of any expenditures, such as but may not be limited to: wholesale water invoices from the water supplier, material or supply invoices, utility bills, pictures of meter reads, etc.

11.1.2. Following the commencement of this Agreement the Parties will meet to discuss and mutually agree to the invoice format.

11.1.3. The Parties agree that invoices for cost sharing and reimbursement will be delivered on a monthly basis unless otherwise agreed upon by the Parties.

11.2. Billing for Capital Expenditures.

11.2.1. The Village and the Town/Authority shall agree to a schedule for reimbursement of costs prior to a project beginning.

12. Water Supply

12.1. 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 6 (“**Water Supply Agreement**”).

12.2. 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.

12.3. Currently, the City is the only feasible, long-term, water supply available to the Parties that will meet the Parties’ daily water needs.

12.4. If any increase in water usage causes an increase in the wholesale water price pursuant to the Water Supply Agreement, the Parties agree to meet to discuss the origin of such increased use. Should it be determined that such increase is the result of expansion of any water districts and/or other reason associated with the Town/Authority, the Town/Authority will be liable to the Village for such increases subject to a separate written agreement. Should it be determined that such increase is the result of expansion of users within the Village and/or other reason associated with the Village, the Village will be liable to the Town/Authority for such increases subject to a separate written agreement.

- 12.5. Should an additional water supply become available that can meet or exceed the Parties daily water demands and is cost effective, the Parties agree to meet and discuss the new water supply source as a possible option for the Parties.
- 12.6. Nothing in this agreement shall prohibit the Village or the Town/Authority from connecting to another water supply source that is independent of the other, so long as the connection is at the cost to the disconnecting municipality and does not prevent or disrupt the other municipality from continuing to receive water from the City at the current quantity and cost.
- 12.7. 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.
- 12.7.1. Should it be determined that a water district, in part or in full, can be better served by a water supply from another source that will not require the connection or utilization of the Joint Water Facilities, the water district, in part or in full, may disconnect and shut off entirely from the Joint Water Facilities, to receive water supply from another source and would no longer be subject to this Agreement in the future, contingent on at least one year's written notice to the Village of such intent to disconnect.
- 12.7.2. Any remaining part of a water district or full water district that remains connected to the Joint Water Facilities will continue to be subject to the terms of this Agreement.
- 12.8. 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 debt due by Water District No. 2 or Water District No. 4 at the time of separation will still be the responsibility and obligation of that respective water district.

13. Indemnification

- 13.1. Both 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.
- 13.2. Neither Party shall be responsible to the other, or to third-Parties, for damages resulting from any failure of the Joint 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.

14. Future Agreements

- 14.1. The Parties agree that by executing this Agreement, the May 26, 1987 Municipal Cooperation Agreement (identified herein as the “MCA”) is hereafter null and void and superseded in all respects by the provisions and agreements made herein, upon payment of all amounts due and owing under that agreement.
- 14.2. The Parties agree that the September 10, 2019 Intermunicipal Agreement shall in all respects remain in effect as it relates to the Parties.
- 14.3. The Village and Town/Authority acknowledge that in the future, additional and distinctly separate agreements pertaining to increased water transmission needs may be negotiated; provided that circumstances arise that are not covered by this Agreement.

VILLAGE OF LIMA

(SEAL)

By:_____

MAYOR

TOWN OF LIMA

(SEAL)

By:_____

TOWN SUPERVISOR

LIVINGSTON COUNTY WATER & SEWER
AUTHORITY

(SEAL)

By:_____

EXECUTIVE DIRECTOR

This Agreement has been executed by Supervisor Falk and notarized by Town Clerk Heim. Said Agreement will be delivered to the Village Board for same.

Budget Transfers

No budget transfers.

Procurement Policy

Upon motion by Councilperson Petroski to approve said Procurement Policy, seconded by Councilperson Carey, the vote was unanimous. After discussion, Councilperson Petroski requested that guideline 3 should be read to say something like: any purchases over \$1,000.00 require an oral request for purchases and oral, fax or email quote from vendor. Councilperson Petroski then withdrew his motion to add said verbiage. Town Attorney Campbell will make said changes and distribute to the board for review. Upon motion by Councilperson Petroski to table this agenda item to the March 5th meeting, seconded by Councilperson Carey, the vote was unanimous.

Joint Meeting with the Village Board

Discussion was held regarding joint meetings between the Town and Village being held again. Supervisor Falk stated Mayor Skiptunas is in agreement and that the Village Board will be hosting the first meeting after elections to discuss the Village budget.

Change Town Board Meeting Time

Councilperson Werner suggested changing board meetings to 6:30PM per residents' request so residents can attend the meetings. After discussion and upon motion by Councilperson Werner, seconded by Councilperson Petroski, the vote was unanimous. Starting March 5th, the meetings will be held at 6:30PM and said changes will be published in the Sentinel, on the website and tacked to the legal board at Town Hall.

Appoint Ken Gray to ZBA

Upon motion by Councilperson Carey to appoint Ken Gray to the ZBA, seconded by Councilperson Werner, the vote was unanimous.

Parks and Recreation Study

Councilperson Petroski will put together some opportunities that have arisen while he was on the Town Board. Some projects include:

- Speed reduction on 5&20 and 15A at Village entrance points
- Crosswalks (similar to what we took the initiative to do at Meadowlark and the crossing of 15A)
- Rails to trails between Honeoye Falls and Lima Village
- Pedestrian Bridge replacement across from the laundromat on 5&20 west side of village
- Traffic calming in the Village, I always wondered if a roundabout would fit and work at the 4 corners
- Roundabout at Corby Road
- Further improvement of the Bragg St intersection, like lowering the eastbound grade on 5&20 to improve sight distance.
- Drainage improvements expressed by the Ag Board within State and County ROW.

After discussion Councilperson Petroski will put together some ideas and bring those ideas to the March 5th Town Board meeting. Supervisor Falk to get in touch with Meghan Crow at the Livingston County Planning.

Approve 2024 Lima Golden Agers Club Officers

Upon motion by Councilperson Blodgett to approve the recently received list of 2024 officers for the Lima Golden Agers Club, seconded by Councilperson Carey, the vote went as follows:

CARRIED Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

This update will be included in the January 2nd Organizational minutes.

Historical Society Agreement

Upon motion by Councilperson Carey to approve the Historical Society Agreement of \$5,000.00 for the 2024 calendar year, seconded by Councilperson Blodgett, the vote went as follows:

CARRIED Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

Move into Executive Session

Upon motion by Councilperson Werner to move into executive session at 9:45, seconded by Councilperson Carey, the vote was unanimous.

Move out of Executive Session

Upon motion by Councilperson Blodgett to move out executive session at 10:09, seconded by Councilperson Werner, the vote was unanimous.

No Action Taken

Approval of Abstracts

Resolved that the bills contained on Abstract #2 have been reviewed by the Town Board and are authorized for payment in the following amounts:

General Funds:	No. 13 through 48	\$178,903.33
Highway Funds:	No. 6 through 22	\$39,524.75

Vouchers #38 & #39 from General were transferred to Highway.

Upon a motion by Councilperson Werner approving said abstracts, seconded by Councilperson Carey, the vote went as follows:

CARRIED Ayes: 5 Falk, Carey, Petroski, Blodgett, Werner
 Nays: 0

Motion by Councilperson Werner to adjourn at 10:10PM seconded by Councilperson Petroski, the vote was unanimous.

Respectfully Submitted by:

Jennifer Heim, CMC/RMC
 Town Clerk