

Official Minutes

A regular 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 5th day of November 2019 at 6:00 P.M. Notice was printed in the Mendon-Honeoye Falls-Lima Sentinel.

PRESENT: Supervisor, Michael Falk
 Deputy Supervisor, Ian Adams
 Councilperson, Cathy Gardner
 Councilperson, Bill Carey
 Councilperson, Bruce Mayer
 Councilperson, Dan Marcellus
 Town Clerk, Jennifer Heim
 Town Attorney, James Campbell
 Highway Superintendent, Keith Arner

Guest(s): Kayla Nickels, Lindsay Nickels, Michelle Baines and George Gotcsik

Call the Meeting to Order

Supervisor Falk called the meeting to order at 6:00 P.M. followed by the Pledge of Allegiance.

Open Public Hearing-Proposed Local Law #5 of 2019

Supervisor Falk opened the public hearing for proposed local law to amend and supercede as applicable, chapter 84 of the code of the Town of Lima, to modify or add various definitions and substantive provisions throughout chapter 84. No discussion.

Supervisor's Report

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

CARRIED: Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

October 1st Town Board Minutes

Minutes were approved upon motion by Councilperson Gardner, seconded by Councilperson Mayer, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Guest(s)

Town Attorney Campbell and Michelle Baines of Livingston County Water and Sewer Authority discussed the Intermunicipal Services Agreement between the Authority and the Town of Lima. Discussion was held about the process the Authority would take if the Town agrees to turn over water services to the Authority. Discussion was also held regarding cost savings for the Town. Councilperson Gardner suggested a letter be sent to water customers informing them of the change and if needed hold a special meeting to answer any questions water customers may have. Councilperson Marcellus suggested the Town and Authority jointly meter and bill one quarter to compare readings. The board agreed. A motion by Councilperson Mayer to outsource water billing to LCWSA, seconded by Councilperson Carey, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

INTERMUNICIPAL SERVICES AGREEMENT

Between
THE TOWN OF LIMA
and
LIVINGSTON COUNTY WATER & SEWER AUTHORITY

THIS AGREEMENT, is entered into the 5th day of November 2019 by and between the TOWN OF LIMA, a New York municipal corporation with offices located at 7329 East Main Street, Lima, New York 14485 (the "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").

WHEREAS, the Town currently owns, operates, and maintains water mains and related appurtenances that comprise Town of Lima Water Districts 1, 2 and 3 and are in the process of forming Lima Water District 4 ("Districts"); and

WHEREAS, the Town currently performs billing and collection services for these Districts but now desires to procure these services from the Authority; and

WHEREAS, the Authority desires to provide billing and collection services for the Town relating to said Districts; and

WHEREAS, the Town will be proceeding with a phased water meter replacement program which will involve upgrading to a drive-by/radio frequency-based Automatic Meter Reading (AMR) system; and

WHEREAS, in 2018, the Authority solicited proposals from qualified vendors to assist the Authority in upgrading to a drive-by/radio frequency-based AMR system for Authority customers; and

WHEREAS, the Authority selected a vendor and has purchased the necessary AMR equipment and has negotiated pricing for new water meters; and

WHEREAS, the Authority is able and willing to assist the Town in upgrading Town meters to the AMR system by allowing the Town to purchase meters through the Authority and to use existing Authority AMR system equipment to assist in billing and collection of water fees; and

WHEREAS, the Town recognizes that cost savings can be realized through the sharing of services, including the use of the Authority's AMR equipment, and the direct purchase of water meters through the Authority; and

WHEREAS, the Town and Authority recognize the mutual benefits to Town and Authority customers that will result from this intermunicipal agreement; and

WHEREAS, the Authority and the Town are empowered to enter into an intermunicipal agreement, subject to approval by their respective Boards pursuant to Public Authorities Law and General Municipal Law, Article 5-G; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **General Agreement.** During the term of this Agreement, the Authority will provide to the Town, for the fees set forth in this Agreement:
 - ***Billing and Collection Services*** for the Town's water customers in Town of Lima Water Districts 1, 2, 3, and 4 (hereafter "Water Districts"), including all labor, postage, materials and equipment necessary to perform the services.

- ***Use of Authority's AMR Equipment*** for Town personnel to complete customer water meter readings in the Town's Water Districts.
 - ***Direct Purchase of Residential Water Meters*** (5/8" x 3/4" Size), which will be provided to the Town "at cost" based on the volume pricing that the Authority has established with the authorized meter vendor.
2. **Services to be Provided by the Authority.** The Authority shall provide the following services to the Town during the term of this Agreement:

2.1 ***Billing and Collection Services***

- 2.1.1 The Authority will supply the Town with a format for information needed to set up the Town water customer accounts in the Authority's billing system. Once the information is received from the Town, the Authority will be responsible for the input of all data provided into the Authority's system. The Authority will be responsible for maintaining the customer database, and will add new customers, make updates, corrections and account adjustments periodically, when supplied by the Town to the Authority in writing. The Authority will also update customer billing addresses, service addresses or changes in ownership of the property being served based upon information from the customers. The Authority will not adjust customer accounts, other than to correct an error, unless the Town has authorized the adjustment in writing. The Authority shall provide within a reasonable time-frame, updated account information regarding Town water customers on an as-needed basis and upon written request from the Town.
- 2.1.2 The Authority will invoice the Town water customers quarterly in accordance with the following schedule, after the Town furnishes the Authority with the customer meter readings:
- February (for service period of November/December/January);
 - May (for service period of February/March/April);
 - August (for service period of May/June/July); and
 - November (for service period of August/September/October).
- 2.1.3 Upon receiving a request for a final bill from a customer or an agent of the customer for a real estate transfer or other matter, the Authority will promptly request (via email) Town personnel to conduct the final meter reading and deliver the reading information to the Authority. The Authority will upon receipt of the reading prepare and send a final bill regarding such account.

- 2.1.4 The Authority will be responsible for dealing with all customer questions regarding billing and account balances. Any inquiries or calls received by the Town will be forwarded to the Authority. If the customer requires a service call, the Authority will notify the Town via email, and the Town will be responsible for making the service call.
- 2.1.5 The water bills will direct customers to make payment in accordance with the Authority's currently accepted payment methods (Check, Direct Pay Authorization, and Electronic Payment via MARS, FIS, or CheckFree Online Bill Payment Processers), which may change from time to time. The Authority will deposit the funds received daily into a clearing account. The Authority will regularly remit to the Town the fees collected.
- 2.1.6 The Authority will normally post payments received within two (2) days of receipt. The Authority will prepare daily reports showing the daily activity on the customer accounts, including water charges, payments, penalties, and adjustments. Copies of the daily deposit slips will also be furnished to the Town.
- 2.1.7 The Authority will apply late fees to customer accounts not paid by the grace period (7 calendar days from the due date).
- 2.1.8 The Authority charges a fee of \$20.00 for checks with insufficient funds. The customer account will be charged the fee, and the Authority will be entitled to retain the fee when payment is received on the account.
- 2.1.9 If a customer makes partial payment on an account, the Authority shall have the right to apply the payment to components of the charges in its sole discretion.
- 2.1.10 The Authority will prepare the following reports for the Town at the frequency specified:
- The meter reader report (printed when information is downloaded from the meter reader to the meter software program).
 - Daily activity reports showing charges, payments, adjustments and other activity by district, on days when activity occurs.
 - Report of delinquent accounts so that the Town can relevy annually.
 - Other reports, such as customer activity, district account,

account balance, upon request by the Town.

- 2.1.11 The Authority will provide the necessary forms to the Town, which the Town will use for relaying information to the Authority related to customer accounts.

2.2 Use of Authority's AMR Equipment

- 2.2.1 The Authority will provide the Town's designated personnel with initial training on how to use the Authority's AMR equipment, including: handheld units/meter readers, and mobile data collection device with laptop and software.
- 2.2.2 The Authority and the Town shall establish a mutually agreeable schedule for use of the Authority's AMR equipment for quarterly meter readings. For re-reads and final reads, the Town shall provide the Authority with a minimum of four (4) hours advance notice, so the Authority can upload the necessary customer account information into the equipment for use by the Town.
- 2.2.3 The Authority will be responsible for all necessary upgrades and/or maintenance to the AMR equipment that may be required by the meter vendor and/or manufacturer, to ensure that the equipment will continue to operate as designed and be fully supported by the meter vendor and manufacturer.

2.3 Direct Purchase of Residential Water Meters

- 2.3.1 The Authority will provide the Town with the required number of residential water meters (5/8" x 3/4" size) and appurtenances to complete its phased water meter replacement program. These water meters will be compatible for reading with the Authority's AMR equipment.
- 2.3.2 The Authority will provide the water meters "at cost" based on the volume pricing that the Authority has established with the authorized meter vendor. As this pricing will change from time to time, the Authority will update the Town in a timely manner of any increases in the volume pricing.
- 2.3.3 The Authority will maintain sufficient inventory to supply the Town with 24 meters at any given time. If the Town desires to acquire a larger quantity of meters at one time, it shall provide the Authority with a minimum of three (3) days advance notice, so the Authority can verify its inventory and order additional meters as needed.

2.3.4 The Authority will prepare an “Acknowledgement of Receipt of Goods” which will accompany each “order” that the Town places for water meters and appurtenances. Upon pick up of the water meters and appurtenances at the Authority’s office (1997 D’Angelo Drive, Lakeville NY 14480), the Town’s designated personnel will sign the form acknowledging receipt of the items, which will transfer ownership and responsibility of the meters from the Authority to the Town.

3. Responsibilities Retained by the Town. The Town will remain responsible for the following:

- 3.1 The Town shall establish water rates, late charges, and other fees and charges for its water customers. Changes in the rates, late charges or other fees shall be provided to the Authority in writing.
- 3.2 The Town will be responsible for providing initial customer data to the Authority in the form required by the Authority and verifying the input data for accuracy.
- 3.3 The Town will be responsible for reading all customer water meters using the Authority’s AMR equipment and delivering the equipment in a timely manner to the Authority for unloading of data. During the use of the equipment, the Town will be responsible for any necessary maintenance and/or repair. In the event that any portion of the equipment is damaged beyond repair, the Town will replace said damaged equipment on an in-kind basis.
- 3.4 The Town will be responsible for forwarding all customer inquiries regarding billing, collecting and account balances to the Authority.
- 3.5 The Town will be responsible for directing all customers to the Authority for purposes of making payment on accounts. The Town will not accept payment for water bills from the customer.
- 3.6 The Town will be responsible for dealing with customer service calls and all customer inquiries other than those related to billing and the customer's account balance.
- 3.7 The Town will be responsible for all mailings desired or required to be made to customers, other than those related to billing matters.
- 3.8 The Town will be responsible for directing re-reading of water meters due to high or low reports.
- 3.9 The Town will be responsible for the work of its water department,

including the installation of new water meters. Following installation of a new water meter, the Town will provide the Authority with the necessary meter binary and serial number information that will be input into the customer account. The Town will contact the authorized meter vendor directly regarding any manufacturing defects (workmanship, material and/or accuracy issues) that may be discovered following installation of any new water meter.

3.10 The Town will be responsible for the direct purchase of any meters and appurtenances greater than 5/8" x 3/4" in size, from the authorized meter vendor.

4. **Mutual Responsibilities.** The Town and the Authority agree to cooperate fully to resolve problems with customer meter readings, billings and collection.

5. **Fees and Costs.**

5.1 As compensation for the services to be provided under this Agreement, the Town agrees to pay the Authority fees as follows:

- A one-time fee for set-up and data conversion of \$1,500.00, payable by the Town upon execution of this Agreement.
- An annual fee of \$3,000.00 shall be charged for the services set-forth herein. Such fee shall be payable in four quarterly installments of \$750.00 each quarter. The quarterly payments shall be due 30 days after the date of the quarterly billing. The Authority shall send a statement to the Town for the quarterly fee. Such annual fee will remain at the above level for the first five (5) years that the Parties operate under this Agreement and any automatic renewals hereof, or until the Town has 150 customers that are billed by the Authority pursuant to this Agreement, whichever comes first.
- After the fifth year or the for the next year after the Town has 150 customers that are billed by the Authority, the Authority may raise the annual fee based upon increases in the following: (i) postage costs; (ii) number of customers being billed; (iii) maintenance fees paid by the Authority for meter reading equipment and software, and (iv) the Authority's labor costs. The Authority shall furnish the new rate to the Town by August 1 for the term beginning November 1, together with a statement setting forth the justification for the rate increase.

5.2 For direct purchase of residential water meters and appurtenances, the Authority will bill the Town quarterly for the actual number of meters and appurtenances that the Town has acquired from the Authority's inventory for the prior quarter. This will be based on quantities recorded

on the “Acknowledgement of Receipt of Goods”, which will be signed by the Town upon receipt of the requested number of water meters and appurtenances.

6. Term and Termination

- 6.1 The initial term of this Agreement shall commence on November 1, 2019 and shall continue until October 31, 2020. The first billing cycle covered by this Agreement is for the statements sent out in February 2019, and the initial term covers three (3) billing cycles (February 2019, May 2019, August 2019). After the initial term, this Agreement shall automatically renew for successive one-year terms (November 1 to October 31), unless either party gives the other party at least ninety (90) days written notice of intent not to renew.
- 6.2 Upon the termination of this Agreement, unless the parties contract to continue their billing relationship, the Authority and the Town shall cooperate with each other to return to the Town all books and records relating to the services performed by the Authority for the Town and to provide for the necessary transition in a timely and orderly fashion. The Authority shall not be required to provide customer information to the Town in a format other than as normally retained by the Authority. Any special format needs of the Town may involve a fee, which will be determined by the parties based upon the circumstances involved.

7. Miscellaneous.

- 7.1 ***Force Majeure.*** If the performance of this Agreement, or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, whether or not foreseeable or identifiable, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, technology failures, fire, power failure, earthquakes, severe weather, floods or other natural disaster, the party so affected, upon giving prompt notice to the other party, shall be excused from performance to the extent of such prevention, restriction or interference.
- 7.2 ***Independent Contractor.*** It is agreed by and between the parties that the Authority is an independent contractor and that the Authority may not in any capacity be considered an agent of the Town or bind it to any obligation, or subject it to any liability whatsoever, except as otherwise expressly agreed in writing.
- 7.3 ***No Assignment.*** No party may assign its rights or obligations under this

Agreement, unless the written consent of the other party hereto is obtained.

- 7.4 **Amendments.** This Agreement may be amended or modified only by a subsequent written document executed by both parties hereto.
- 7.5 **Arbitration.** Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the order of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.
- 7.6 **Indemnification.** Each party to this Agreement shall fully indemnify and hold harmless the other party (including but not limited to defense costs and reasonable attorney fees), its officers and employees from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the negligent acts of the indemnifying party, its agents, employees or contractors.
- 7.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective on the day and year first written above.

TOWN OF LIMA

Dated: _____

By: _____
Michael J. Falk, Supervisor

**LIVINGSTON COUNTY WATER & SEWER
AUTHORITY**

Dated: _____

By: _____
Michelle Baines, Executive Director

Audit of Claims/Abstracts

Resolved that the bills contained on Abstract #11 have been reviewed by the Town Board and are authorized for payment in the following amounts:

General Funds:	No. 327 through 364	\$ 67,505.41
Water Funds 1, 2, &3:	No. 38 through 42	\$ 4,689.57
Highway Funds:	No. 171 through 192	\$ 18,455.46

On a motion by Councilperson Gardner, seconded by Councilperson Marcellus, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Building Inspector/Code Enforcement Officer Report

Charlie Floeser discussed his report.

Town Water Report

Highway Superintendent Arner explained the water report.

Village Water Project #2

Falk mentioned the Village asked to bypass the Planning Board process to save time and get construction going on the water meter structure. After discussion the board agreed that everyone should follow the process put in place. Planning Board Chair, George Gotcsik, agreed the Village should follow the process and their meeting is in two weeks. Falk will inform Mayor Luft.

Hazardous Materials Study

Falk mentioned the asbestos was removed in Town Hall and the air in the basement is clean.

Sidewalk Fee for New Commercial Construction outside the Village

The board agreed to remove this item from the agenda. No further discussion.

Sidewalk Path to Honeoye Falls

Falk mentioned discussion with CPL to add to the engineering which would extend the path from Bristol ID to the corner of Heath Markham Road. The submission date for the grant is July 2020. Campbell checked the easements and said we have all needed easements but one.

Resolution #12 of 2019 – Standard Workday Reporting

Charlie received a letter from NYS Retirement indicating his hours were not correct. With changes to his workday reporting hours, a motion was made by Councilperson Mayer to approve said resolution, seconded by Councilperson Gardner, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

RESOLUTION #12-2019

Adopt Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Charlie Floeser, Code Enforcement Officer, submitted his RS 2417-A, Standard Word Day and Reporting Resolution. On motion by Councilperson Mayer seconded by Councilperson Gardner the following resolution was

ADOPTED Ayes: 5 Falk, Marcellus, Mayer, Gardner, Carey
 Nays: 0

RESOLVE to adopt the following Standard Work Day and Reporting Resolution I, Jennifer Heim, Clerk of the governing board of the Town of Lima, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 5th day of November 2019, on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original. IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Lima on this 5th day of November 2019.

Signature of Clerk: _____

Affidavit of Posting: I, Jennifer Heim, being duly sworn, deposes and says that the posting of the Resolution began on November 6, 2019 and continued for at least 30 days. That the Resolution was available to the public on the community board at Lima Town Hall.

Close Public Hearing for Local Law #5 of 2019

No discussion was held. Upon motion by Councilperson Mayer to close the public hearing at 7:27PM for Local Law #5 of 2019, seconded by Councilperson Gardner, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Adopt Local Law #5 of 2019 – To Amend and Supercede as Applicable, Chapter 84 of the Code of the Town of Lima

Upon motion by Councilperson Mayer to adopt the above Local Law, seconded by Councilperson Marcellus, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Attorney Campbell stated this is a Type II Action under SEQR.

**LOCAL LAW NO. 5 OF THE YEAR 2019
OF THE TOWN OF LIMA**

A local law to amend and supersede as applicable, Chapter 84 of the Code of the Town of Lima, Livingston County, New York to modify various definitions and substantive sections throughout Chapter 84.

Be it enacted by the Town Board of the Town of Lima as follows:

SECTION 1. TITLE AND SCOPE

This local law shall be known as “A LOCAL LAW TO AMEND AND SUPERCEDE AS APPLICABLE, CHAPTER 84 OF THE CODE OF THE TOWN OF LIMA, LIVINGSTON COUNTY, NEW YORK TO MODIFY OR ADD VARIOUS DEFINITIONS AND SUBSTANTIVE PROVISIONS THROUGHOUT CHAPTER 84.”

SECTION 2. PURPOSE.

A. Authority. This Local Law is adopted pursuant to the Town Law of the State of New York, Chapter 62 of the Consolidated Laws, Article 16, and Articles 2 and 3 of the Municipal Home Rule Law, to protect and promote public health, safety, convenience, order, aesthetics, prosperity and general welfare of the Town of Lima in keeping with the Comprehensive Plan of the Town of Lima. This Local Law seeks to amend existing regulations within the Code of the Town of Lima to add more substantive regulations relating to the control of dogs within the Town of Lima.

B. To these ends, this local law and the Chapter that it amends and supersedes as applicable are designed to:

1. Ensure that owners of dogs use proper care and control over their dogs so as to protect the public health, safety and welfare of the residents of the Town of Lima as well as preserving private property within the Town; and
2. Provide procedural mechanisms for proper enforcement of regulations relating to the proper care and control of dogs within the Town of Lima.

SECTION 3. CHANGES TO CHAPTER 84 HEADING.

The current Chapter 84 heading “Chapter 84: Animals” is hereby *repealed*. A *new* Chapter 84 heading is hereby adopted as follows:

“Chapter 84: Dogs”

SECTION 4. CHANGES TO §84-2 Definitions

The current §84-2 Definitions is hereby amended to state and shall read as follows:

“§84-2 Definitions

The following definitions shall apply to the licensing and control requirements of this Article.”

SECTION 5. CHANGES TO §84-2 Definitions

The current §84-2 of The Code of the Town of Lima shall be amended to include the following new definitions:

AGRICULTURE AND MARKETS LAW

The Agriculture and Markets Law of the State of New York in effect as of the effective date of this chapter, as amended by this chapter, and as thereafter amended.

LEASHED OR RESTRAINED BY A LEASH

The dog is equipped with a collar or harness, to which is attached a leash of not more than eight feet in length, both collar or harness and leash of sufficient strength to restrain the dog and which leash is held by a person having the ability to control and restrain the dog by means of the collar or harness and the leash.

RUNNING AT LARGE or RUN AT LARGE

Any dog that is unleashed and on property open to the public or is on private property not owned or leased by the owner of the dog unless permission for such presence has been obtained. No dog shall be deemed to be "Running At Large" if it is: a) accompanied by and under the immediate supervision and control of the owner or other responsible person; b) a police work dog in use for police work; c) accompanied by its owner or other responsible person and is actively engaged in hunting or training for hunting on private land with the permission of the owner of the land; d) is actively engaged as a livestock protection dog or a herd dog and is in the company of its

designated livestock on lands owned or leased by the owner of the dog, or by the permission of the owner or lessor of such lands.

SECTION 6. ADDITION OF NEW ARTICLE II TO CHAPTER 84: DOGS.

The current Chapter 84: Dogs [previously Chapter 84: Animals] is modified to add a new “Article II” which shall read as follows:

Article II: Control of Dogs

§ 84-9 Purpose

The purpose of this Article shall be to preserve the public peace and to contribute to the public welfare, safety and good order of its people by establishing certain regulations and restrictions on the activities of Dogs that are consistent with the rights and privileges of all residents of the Town.

§ 84-10 Running at Large

- A. No Dog shall be permitted to Run At Large within the Town of Lima, New York.
- B. No unspayed female Dog in season shall be permitted to be outside a building or a fenced enclosure.
- C. No Dog shall be permitted upon the public streets or upon any public property within the Town of Lima unless it shall be accompanied by an adult or by a minor who is able to restrain and control said Dog and unless such person accompanying said Dog shall actually control and restrain said Dog by some suitable device or method designed and used for that purpose.

§ 84-11 Restrictions

No person being the owner or agent of the owner of any Dog shall permit such Dog to commit any nuisance within the Town of Lima or cause damage to the person or property of others. The following are declared public nuisances and are set forth herein for explanatory purposes only and are not to be considered as excluding other types of nuisances.

- A. Engaging in loud howling or habitual barking or so conducting itself in such a manner so as to disturb the public peace.
- B. Chasing and/or barking at moving vehicles, bicycles or persons on foot.
- C. Jumping upon any person, knocking any person over, biting, chasing or otherwise harassing any person in such a manner as to intimidate or cause a person to fear bodily injury or harm.

- D. Running together in a pack or in any way forming a pack of Dogs. For the purpose of this article, the word "pack" is hereby defined to mean three or more Dogs.
- E. Causing damage to property of others.
- F. Kill or injure any other Dog, cat or other domesticated or farm animal.

§ 84-12 Dangerous Dogs

Any dog which shall attack any person or domestic animal within the meaning of Article 7 of the Agriculture and Markets Law, shall be dealt with in accordance with such section.

§ 84-13 Enforcement

- A. A person impacted by a Dog in violation of this article may file a signed complaint, under oath, with the Town Clerk of the Town of Lima, and such complaint shall be referred by the Town Clerk to the Town Civil Officer (if any) or to the Livingston County Dog Control Officer, specifying the objectionable conduct of the Dog, the date thereof, the damage caused, a description of the Dog and name, if known, and the name and address of the owner or person harboring said Dog.
- B. Upon receipt by the Town Civil Officer (if any) or the Livingston County Dog Control Officer of any accusatory instrument and supporting information concerning violations of this Article, in writing, against the conduct of any particular Dog, he/she shall serve the owner or harbinger of said Dog with a summons to appear in the Town of Lima Justice Court.

§84-14 Seizure, Impoundment, Redemption and Adoption

- A. Any Dog found in violation of the provisions of §84-11 of this Article may be seized pursuant to the provisions of Section 118 of the Agriculture and Markets Law.
- B. Every Dog seized shall be properly cared for, sheltered, fed and watered for the redemption period set forth in Section 118 of the Agriculture and Markets Law.
- C. Seized Dogs may be redeemed by producing proof of licensing and identification pursuant to Article 7 of the Agriculture and Markets Law and by paying the redemption fees set forth in Section 118 of said Article.
- D. Any Dog unredeemed at the expiration of the appropriate redemption period shall be made available for adoption or euthanized pursuant to the provisions of Section 118 of the Agriculture and Markets Law.
- E. All impoundment fees shall be the property of the County of Livingston and shall be used only for the controlling of Dogs and the enforcement of this article for so long as Livingston County continues to provide contract services for Dog control and enforcement to the Town of Lima.

§ 84-15 Appearance Tickets

The Town Civil Officer (if any) and/or the Livingston County Dog Control Officer or any other peace officer authorized by the Town to assist in the enforcement of this Article and Article 7 of the Agriculture and Markets Law shall have the authority to issue an appearance ticket and supporting information , pursuant to the Criminal Procedure Law.

§ 84-16 Penalties for Offenses

- A. Any person convicted of a violation of this Article shall be deemed to have committed a violation and shall be subject to a fine not to exceed \$250.00 or imprisonment for a period not to exceed 15 days.
- B. The Justice Court may also direct the owner to relinquish ownership of the Dog to the Town for disposition through Livingston County’s impound facility.
- C. In addition, a Dog declared by a Town Justice to be a dangerous Dog may be ordered securely confined or euthanized.

SECTION 7. SEVERABILITY.

Should any section or provision of this local law contained herein or as a mended hereafter be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the local law as a whole or any part thereof other than the part so explicitly declared to be invalid.

SECTION 8. EFFECTIVE DATE.

This local law shall be effective thirty (30) days after its filing with the Office of the Secretary of State.

Summer Recreation Agreement

Upon motion by Councilperson Mayer to approve and sign the agreement with HFL Summer Recreation for the 2020 year to include an additional amount of \$20 from the Town per camper for the six week program, seconded by Councilperson Carey. Mayer will work with Ari Freeman to get the agreement.

Budget Transfer

Highway Superintendent Arner asked for a budget transfer of \$500 from DB5142.4 to DB5110.1. Upon motion by Councilperson Gardner to make said transfers, seconded by Councilperson Mayer, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Fee for Water Connections in Subdivision

Discussion was held regarding fees for water connections. It was agreed a fee of \$1,000 for a new private water main and \$1,500 for a public water main, assuming no excavating is need by Keith. Said fees will be effective January 1, 2020. A motion by Councilperson Mayer to amend said fees, seconded by Councilperson Gardner, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Resolution #13 of 2019
2020 Intermunicipal Agreement Extension for Machinery, Tools, Equipment and Services Sharing Access

Livingston County Highway Department wishes to extend the current Intermunicipal Agreement contract for one twelve month period, commencing 01/01/2020 ad terminating 12/31/2020. Upon motion by Councilperson Gardner to extend said agreement, seconded by Councilperson Mayer, the vote went as follows:

CARRIED Ayes: 5 Falk, Gardner, Mayer, Marcellus, Carey
 Nays: 0

Resolution #13 of 2019
2020 Intermunicipal Agreement Extension for Machinery, Tools, Equipment and Services Sharing Access

Approving Joint Services Agreement for Machinery, Tools, Equipment and Services Sharing Access

WHEREAS, New York State Highway Law Sec. 133-a authorizes the County to enter into agreements to permit the use of County-owned machinery, tools or equipment by other municipal corporations; and

WHEREAS, it would be in the County’s interest to enter into such agreements with Towns and Villages located within Livingston County, now, therefore, be it **RESOLVED**, that the Chairman of the Livingston County Board of Supervisors is hereby authorized to sign joint services agreements, the format of which is attached to this resolution, with any Town or Village in Livingston County for a term of one year commencing January 1, 2017 and terminating December 31, 2017 with the option to renew for up to five additional one-year terms through December 31, 2022, subject to the approval of the County Administrator and County Attorney.

End of Year Meeting

The Town Board discussed when to hold their end of year meeting. It was agreed to hold a public hearing on December 30th at 10AM.

Upon motion by Councilperson Gardner to adjourn at 7:53 PM, seconded by Councilperson Carey, the vote was unanimous.

Respectfully Submitted by:

Jennifer Heim, CMC/RMC
Town Clerk

All reports mentioned in the Town Board Minutes can be reviewed at the Town Hall.