

Unofficial 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 4th day of November 2025 at 6:30 P.M. Notice was printed in the Mendon-Honeoye Falls-Lima Sentinel.

Present: Supervisor, Michael Falk
Councilperson, Mark Petroski
Councilperson, Ron Blodgett
Councilperson, Steve Werner
Councilperson, Bill Carey
Deputy Town Clerk, Laurie Arner
Town Attorney, Jim Campbell

Guest(s): See attached: Town Board Meeting Sign-In Sheet dated November 4, 2025.

Supervisor Falk called the meeting to order at 6:30 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

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

Councilperson Petroski requested an addition to be 11(e), which is the response to the Genesee Council of Transportation concerning the Bragg St and Doran Rd intersection.

Supervisor: Communications to the Board

*A letter from Pam Helming acknowledging the service of local veterans

*A FOIL request from Christopher Doe for Supervisor Falks' attorney records and phone records for four years. The Town does pay for FOIL requests expenditures.

Public Comments on Agenda Items

No Public Comments

Open Public Hearing for 2026 Budget

Opened at 6:36pm. Open until end of meeting.

S. Fowler and J. Wadach spoke in support of the Ambulance.

Councilperson Werner reiterated the costs of attorney fees and union negotiations.

CEO Monthly Reports

BI/CEO Charlie Floeser emailed his report for Board review.

Supervisors Monthly Report – October 2025

Information needed was not received from the Accounting Firm so there is no October 2025 report at this time.

Approve October 7th Town Board Minutes

On a motion by Councilperson Petroski to approve October 7th Town Board Minutes, seconded by Councilperson Werner, the vote went as follows:

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

Approval of Abstracts of Audited Vouchers

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. 299 through 322	\$ 39,818.20
Highway Funds:	No. 134 through 150	\$ 18,586.38

On a motion by Councilperson Petroski to approve Abstract #11, seconded by Councilperson Carey, the vote went as follows:

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

Water District #5

- a. Agreements: Jason Molino from Liv Co. Water and Sewer Authority explained each agreement needed to proceed with the District #5 water project.
- b. Design Status: Currently designing the lines, hydrants, etc.
- c. Operations & Maintenance Agreement with LCWSA
On a motion by Councilperson Petroski to execute the Operations & Maintenance Agreement between the LCWSA and the Town of Lima, seconded by Councilperson Werner, the vote went as follows:
CARRIED Ayes: 5 Falk, Petroski, Werner, Blodgett, Carey
Nays: 0
- d. Resolution #14 – Interfund Loan for WD#5 Funds Advanced from General A
On a motion by Councilperson Werner to adopt Resolution #14 - Interfund Loan for #5 Funds Advanced from General A, seconded by Councilperson Blodgett, the vote went as follows:
CARRIED Ayes: 5 Falk, Petroski, Werner, Blodgett, Carey
Nays: 0
- e. Resolution #15 – Interfund Loan for WD#5 Funds Advanced from General B
On a motion by Councilperson Petroski to adopt Resolution #15 - Interfund Loan for #5 Funds Advanced from General B, seconded by Councilperson Carey, the vote went as follows:
CARRIED Ayes: 5 Falk, Petroski, Werner, Blodgett, Carey
Nays: 0
- f. IMA – Village of Lima, Town of Lima & LCWSA
On a motion by Councilperson Petroski to execute the Intermunicipal Agreement among the Village and Town of Lima and the LCWSA, seconded by Councilperson Werner, the vote went as follows:
CARRIED Ayes: 5 Falk, Petroski, Werner, Blodgett, Carey
Nays: 0

- g. IMA – Operation & Maintenance Agreement between the Town of Lima & Village of Lima: Rt. 5/20 Water Supply Line
On a motion by Councilperson Petroski to execute the Intermunicipal Operation and Maintenance Agreement between Town of Lima and the Village of Lima (Rt 5/20 Water Supply Line), seconded by Councilperson Carey, the vote went as follows:

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

- h. Operation & Maintenance Agreement between the Town of Lima and Village of Lima: West/East End Improvements
On a motion by Councilperson Werner to execute the Intermunicipal Operation and Maintenance Agreement between Town of Lima and the Village of Lima (West/East End Improvements), seconded by Councilperson Carey, the vote went as follows:

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

Clark Patterson Lee presented the consultants who responded to the RFD to test for specialty areas: archaeological, geotechnical, Wetlands and Invasive Species) along WD#5 Route.

On a motion by Councilperson Petroski to authorize Supervisor Falk to execute the agreements with HazEx Archaeology for \$16,880, with NW Contracting (geotechnical) for \$94,616, and CC Environmental (wetlands and invasive species) for \$9,620, seconded by Councilperson Blodgett, the vote went as follows:

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

Highway Department Monthly Report

Interim Highway Superintendent Parslow updated the Board as to the current workflow.

a) 15A Crosswalk - Lighthouse has agreed to an easement. Attorney Campbell will complete the paperwork.

b) Equipment Planning – Will be notified soon of the payment due to Everest in Buffalo for the 6 wheel chassis

c) Salt Shed - Interim Highway Superintendent Parslow requested money for a temporary salt shed. Can be repurposed if salt shed grant is awarded.

On a motion by Councilperson Petroski to purchase 30x65x15 temporary structure to house salt in for \$4700., seconded by Councilperson Werner, the vote went as follows:

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

- i) Salt Purchase Agreement with Village – The agreement “Use of Village DPW facilities for Salt Storage by Town for 2026 as between the Town of Lima and the Village of Lima was presented.
On a motion by Councilperson Blodgett to authorize Supervisor Falk to execute the Salt Purchase Agreement with Village, seconded by Councilperson Petroski, the vote went as follows:

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

d) Commins Cemetery – No updates.

Interim Highway Superintendent Parslow stated the Town Highway Dept was down two employees. Due to the upcoming winter season, IHS Parslow requested to hire Ethan Donahue as a temporary part time employee to plow snow until April 30, 2026.

On a motion by Councilperson Werner to hire Ethan Donahue at \$25/hr as a temporary part time employee to plow snow until April 30, 2026, subject to the Teamsters Union approval, seconded by Councilperson Blodgett, the vote went as follows:

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

e) Letter to GVCT– Councilperson Petroski read the response letter from Genesee Valley Council of Transportation acknowledging the issues at Bragg St and Doran Rd.

Petition for General Business Overlay District on Plank Road - Update

Received a petition from Bryce Way signed by local homeowners to consider a General Business Overlay District on Plank Road south of Doran Lane.

On a motion by Councilperson Petroski to schedule a public hearing for Plank Road General Business Overlay District for December 2, 2026, at 6:30pm., seconded by Councilperson Blodgett, the vote went as follows:

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

Budget Transfers

None

Information Technology Services

Councilperson Petroski stated he has been experiencing some issues with his email on the .gov domain. Skyport is researching. Improvements need to be made to the system in 2026.

Siemens Energy Services

Heat should be in the Town Hall by November 14, 2025. Plumbers are almost finished, and the electricians are shortly behind.

Town Solar Law

Councilperson Petroski reported the committee will be scheduling a meeting after the Thanksgiving holiday. A battery energy storage company has sent soliciting letters to residents.

2026 Audit - Select Firm – Authorize Contract

Councilpersons Petroski and Werner interviewed the accounting firms.

On a motion by Councilperson Werner, to authorize Supervisor Falk to execute the agreement with Allied for the upcoming 2026 Audit, seconded by Councilperson Petroski, the vote went as follows:

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

Garden St., Water Survey South Lima

There are only 5 residents of Lima on Garden St. Any future Water District development will fall under the Town of Avon as the lead agency.

IMA for Summer Recreation

Supervisor Falk presented an Intermunicipal Cooperative Agreement Regarding Community Summer Recreation 2026 with the Honeoye Falls Lima School district.

On a motion by Councilperson Petroski to authorize Supervisor Falk to execute the Intermunicipal Cooperative Agreement Regarding Community Summer Recreation 2026, seconded by Councilperson Werner, the vote went as follows:

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

Resolution#16 – 2026 Agreement with the County Highway to Extend the IMA for Equipment, Machinery, Tools, and Services

Supervisor Falk presented the Letter of Agreement with Livingston County Highway Department for equipment, machinery, tools and services sharing.

On a motion by Councilperson Petroski to authorize Supervisor Falk to execute the 2026 Agreement with the County Highway to Extend the IMA for Equipment, Machinery, Tools, and Services Sharing (January 1 – December 31, 2026, seconded by Councilperson Werner, the vote went as follows:

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

Public Comments

J. Wadach asked if the Town could address the litter on the East end of Town coming from Superior Walls.

C. Doe clarified his FOIL request concerning Supervisor Falks' cell phone use. His request is now limited to 2025 only.

Open Public Hearing for 2026 Budget

Councilperson Werner expressed his concern for a final budget "look over".

On a motion by Councilperson Werner to schedule a final budget meeting on Tuesday, November 18, at 6:30pm in the Town Hall, seconded by Councilperson Blodgett, the vote went as follows:

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

Councilperson Blodgett requested Mayor Skiptunas attend the Meeting

Close Public Hearing for 2026 Budget

Close Public Hearing open at 8:24 pm. No public Comment.

There will be a Joint Village and Town Board meeting on December 11.

Enter Executive Session

Upon motion by Councilperson Petroski to enter Executive Session at 8:57pm, seconded by Councilperson Werner, the vote was unanimous.

Exit Executive Session

Upon motion by Councilperson Petroski to exit Executive Session at 9:15pm, seconded by Councilperson Blodgett, the vote was unanimous.

No action taken.

Adjourn Meeting

Upon motion by Councilperson Carey to adjourn meeting at 9:20pm, seconded by Councilperson Blodgett, the vote was unanimous.

Respectfully Submitted by:

Laurie Arner
Deputy Town Clerk

Attachments

Town Board Sign In

Resolution #14 of 2025

Resolution #15 of 2025

Letter of Agreement with Liv. Co. Highway Dept

Intermunicipal Coop Agreement w Summer Recreation 2026

RFP Summary of Specialty Consulting Areas

Operations & Maintenance Agreement with LCWSA

IMA – Village of Lima, Town of Lima & LCWSA

IMA – Operation & Maintenance Agreement between the Town of Lima &
Village of Lima: Rt. 5/20 Water Supply Line

IMA – Operation & Maintenance Agreement between the Town of Lima and
Village of Lima: West/East End Improvements

Salt Shed Purchase Agreement

TOWN BOARD MEETING SIGN-IN SHEET

DATE: NOVEMBER 4, 2025

Name	Address
Barb Finucane	6990 Teal Rd
Mary & Joe Decker	Doran Rd
Angie LINDSAY	2112 POPLAR HILL RD
RANDY ZEA	1848 DORAN RD
S. Caccenire	Doran
C. DOU	1454 Buell Ave
M. BRITT	1279 York St
Kelli Doe	1454 Buell Ave
Bryce Waulmaggie Strong	Planck Rd
Calvin Berhart Brown	1739 Parkside Pl
Sara Warren	2282 Doran Rd
John Wadach	7373 Ziegler Dr
Mike Williams	Hoson Ave
Adam Lewis	2437 Clay St
Jaciyn Masters Adam Stephens	8052 Gleason Rd
Rob Beck	2049 Rainbow Lane
Vol Hauser	Livingston County News

OPERATION & MAINTENANCE AGREEMENT

between the

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

and the

TOWN OF LIMA

This Agreement entered into as of _____, 2025, 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, on its own behalf and on behalf of the **Town of Lima Water District No. 5** (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 of Lima has duly established the Town of Lima Water District No. 5 (hereafter “Water District No. 5”), pursuant to a Map, Plan and Report prepared by CPL, D.P.C. and dated January, 2025, as set forth in Exhibit “A”; and

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

WHEREAS, the Town has determined that it is in the best interest of the residents within Town of Lima Water District No. 5 to enter into a long-term agreement with the Authority so that the Authority can operate and maintain such improvements and provide water delivery services for the benefit of Water District No. 5 customers; and

WHEREAS, the Town has the legal standing to enter into an operation and maintenance agreement for the System with the Authority pursuant to NYS Town Law §64 6. and 198 11.; 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 operate and maintain the System and improvements for the Town and for the benefit of the customers of Water District No. 5 and the other customers of the Authority; and

WHEREAS, the Authority has the power to contract with the Town, and to operate and maintain 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 maintain, operate, repair and replace the facilities of the System, and will supply water directly to customers served 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. Operation and Maintenance of Facilities;
Commencement Date.**

1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Town hereby agrees to the Authority operating and maintaining the system, pursuant to the terms and conditions within this Agreement, together with any replacements, additions, betterments and

improvements that may hereafter be furnished and/or installed during the Term of this Agreement, which include any interests in real property.

1.2 For purposes of this Agreement the "Commencement Date" shall be _____, 2025, unless a different date is mutually agreed upon in writing by the Town and the 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 area (including but not limited to the System) without the imposition of any rental or other charges by the Town. However, the ultimate control of system will continue to be with 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 Water District No. 5 in accordance with the current Authority rate schedule, which is subject to periodic change by action of the Authority Board of Directors.

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 made 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 vested in the Authority.

- i. If at the end of the Term (as defined below), the Authority has installed any improvements or infrastructure that serve only those customers within Water District No. 5 (hereafter “stranded improvements”), it is agreed that the Town of Lima Water District No. 5 shall be entitled to procure those stranded improvements at a reasonable market-based rate.

- ii. A reasonable market-based rate will be determined through the Town hiring, at the Town's expense, an expert to provide an opinion on value of the subject stranded improvements, which is to be shared with the Authority. If the Authority agrees to said valuation as the proposed sale price, the Town will have the option to purchase such stranded improvements and pay the agreed upon purchase price in installments amortized over a 20 year period at an interest rate of 1.25%.
- iii. In the alternative, if the Authority does not agree with the valuation provided by the Town, the Authority may hire an expert to prepare its own market value appraisal, which shall be done at the expense of the Authority.
- iv. In the event the parties do not agree as to procurement pricing, the two experts will select and hire a third expert to provide an independent appraisal. The average of all three (3) appraisals shall be used as the fair market value and procurement price of the stranded improvements.

2.7 The 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, other than those undertaken pursuant to the January, 2025 Map, Plan and Report by CPL, D.P.C. and those stranded improvements pursuant to section 2.6 above, which shall be paid for by the customers within Water District No. 5 pursuant to a capital improvement debt charge.

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 may assign to the Authority the benefit of all construction and/or service warranties that the Town may have related to the System improvements, 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 improvements installed pursuant to the January, 2025 Map, Plan and Report by CPL, D.P.C.

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, its 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 or the completion of the System improvements being constructed pursuant to the January, 2025 Map, Plan and Report of CPL, D.P.C., whichever is later, the Authority shall be responsible for providing water to the customers of Water District No. 5, 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 customers of Water District No. 5 being served by the System.

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 as operated and maintained, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from the Authority any stranded

improvements pursuant to Sections 2.6 herein, as installed by the Authority. Acquisition of such stranded improvements shall be at the sole cost and expense of the Town and shall be for the sole benefit of the System. The value of such additional facilities shall be determined pursuant to Section 2.6 above.

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 to the satisfaction of the Authority, 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 Operation and Maintenance of the System contracted 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 customers 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. Representations, Warranties and Indemnification

7.1 The Town represents and warrants to the Authority that it has taken all necessary steps and followed all lawful procedures in the formation of the Town of Lima Water District No. 5, including, but not limited to obtaining any necessary approval of the New York State Comptroller.

7.2 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.

7.3 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 interest of the Authority as created hereunder.

7.4 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.

7.5 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.

8. Miscellaneous

8.1 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.

8.2 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.

8.3 This agreement may be amended or modified only by a subsequent written document executed by the parties hereto.

8.4 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.

8.5 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**

TOWN OF LIMA

By: _____

By:

Jason Molino, Executive Director
Supervisor

Mike Falk,

Date: _____

Date: _____

EXHIBIT A

MAP PLAN REPORT

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS UNDER CONTRACT

The proposed action includes the installation of approximately 86,810 linear feet of 8-inch and 12-inch water main to provide potable water and fire service. This includes the replacement of approximately 3,900 linear feet of water main to improve system hydraulics and 8,680 linear feet of transmission main.

Fire hydrants will be located every 700 feet along the proposed water main. Gate valves will be installed every 1,200 feet and at every branch connection.

The project will include the construction of a booster pump station to serve the southeast portion of the Town, as the pressures and fire flows from the Village of Lima water tank will not be adequate. The pump station will provide increased pressures for domestic usage and increased flow for fire protection.

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

**TOWN BOARD
TOWN OF LIMA
COUNTY OF LIVINGSTON**

RESOLUTION #14 of 2025

At a meeting of the Town Board of the Town of Lima,
Livingston County, State of New York, held at the Lima
Town Hall on the 7th day of October, 2025.

WHEREAS, the Town of Lima has determined to undertake the development of a certain water infrastructure improvement project ("Project") contemporaneous with the creation of the Town of Lima Water District No. 5 ("Water District No. 5"), which such Project has an anticipated maximum cost of \$15,260,000.00; and

WHEREAS, the Town of Lima has received notification of a grant award for the Project from the United States Department of Agriculture – Rural Development in the amount of \$10,951,000.00 ("USDA Funds"); and

WHEREAS, the Town of Lima has duly adopted a Bond Resolution dated August 6, 2025, which authorizes the financing of the Project and includes provision for the reimbursement to the Town's General Fund for monies advanced therefrom in furtherance of the Project; and

WHEREAS, prior to accessing any of the USDA Funds or undertaking any form of interim financing from outside sources, the Town Board of the Town of Lima, pursuant to New York State General Municipal Law §9-a, has authorized and advanced payment of various costs and expenses associated with the formation of Water District No. 5 and the Project, through a series of interfund loans from existing fund balance in the Town of Lima General fund A; and

WHEREAS, such interfund loans have been necessary in order for the Town of Lima to advance the formation of Water District No. 5 and the Project; and

WHEREAS, the Town of Lima has maintained suitable records to track the timing and amount of such temporarily diverted funds; and

WHEREAS, the Town Board of the Town of Lima intends to hereby ratify and confirm its intention with regard to the advanced funds constituting the interfund loans from the Town of Lima General Fund A; and

NOW, THEREFORE, upon motion by Councilperson _____, seconded by Councilperson _____, it is hereby:

RESOLVED, that the Lima Town Board does hereby authorize and ratify all funds advanced from the Town of Lima General Fund A related to Water District No. 5 and the Project up to and including today's date, in an amount of \$91,597.37 and such other funds that may be necessary to temporarily expend for the Project until such time that the Town has perfected sufficient interim borrowing of funds through a Bond Anticipation Note, which shall be used, in part, to reimburse the Town of Lima General Fund A; and be it further

RESOLVED, that all interfund loan funds advanced from the Town of Lima General Fund A, related to Water District No. 5 and the Project, shall be repaid to such Town of Lima General Fund A from the proceeds of the above referenced Bond Anticipation Note, no later than December 31, 2025.

RESOLVED, that

Dated: October 7, 2025

Vote of the Board:	Michael J. Falk	_____
	Mark Petroski	_____
	Steve Werner	_____
	Bill Carey	_____
	Ron Blodgett	_____

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF LIMA**

Jennifer A. Heim, CMC, RMC,
Town Clerk

**TOWN BOARD
TOWN OF LIMA
COUNTY OF LIVINGSTON**

RESOLUTION #15 of 2025

At a meeting of the Town Board of the Town of Lima,
Livingston County, State of New York, held at the Lima
Town Hall on the 7th day of October 2025.

WHEREAS, the Town of Lima has determined to undertake the development of a certain water infrastructure improvement project ("Project") contemporaneous with the creation of the Town of Lima Water District No. 5 ("Water District No. 5"), which such Project has an anticipated maximum cost of \$15,260,000.00; and

WHEREAS, the Town of Lima has received notification of a grant award for the Project from the United States Department of Agriculture – Rural Development in the amount of \$10,951,000.00 ("USDA Funds"); and

WHEREAS, the Town of Lima has duly adopted a Bond Resolution dated August 6, 2025, which authorizes the financing of the Project and includes provision for the reimbursement to the Town's General Fund for monies advanced therefrom in furtherance of the Project; and

WHEREAS, prior to accessing any of the USDA Funds or undertaking any form of interim financing from outside sources, the Town Board of the Town of Lima, pursuant to New York State General Municipal Law §9-a, has authorized and advanced payment of various costs and expenses associated with the formation of Water District No. 5 and the Project, through a series of interfund loans from existing fund balance in the Town of Lima General fund B; and

WHEREAS, such interfund loans have been necessary in order for the Town of Lima to advance the formation of Water District No. 5 and the Project; and

WHEREAS, the Town of Lima has maintained suitable records to track the timing and amount of such temporarily diverted funds; and

WHEREAS, the Town Board of the Town of Lima intends to hereby ratify and confirm its intention with regard to the advanced funds constituting the interfund loans from the Town of Lima General Fund B; and

**TOWN BOARD
TOWN OF LIMA
COUNTY OF LIVINGSTON**

RESOLUTION #15 of 2025

At a meeting of the Town Board of the Town of Lima,
Livingston County, State of New York, held at the Lima
Town Hall on the 7th day of October 2025.

WHEREAS, the Town of Lima has determined to undertake the development of a certain water infrastructure improvement project ("Project") contemporaneous with the creation of the Town of Lima Water District No. 5 ("Water District No. 5"), which such Project has an anticipated maximum cost of \$15,260,000.00; and

WHEREAS, the Town of Lima has received notification of a grant award for the Project from the United States Department of Agriculture – Rural Development in the amount of \$10,951,000.00 ("USDA Funds"); and

WHEREAS, the Town of Lima has duly adopted a Bond Resolution dated August 6, 2025, which authorizes the financing of the Project and includes provision for the reimbursement to the Town's General Fund for monies advanced therefrom in furtherance of the Project; and

WHEREAS, prior to accessing any of the USDA Funds or undertaking any form of interim financing from outside sources, the Town Board of the Town of Lima, pursuant to New York State General Municipal Law §9-a, has authorized and advanced payment of various costs and expenses associated with the formation of Water District No. 5 and the Project, through a series of interfund loans from existing fund balance in the Town of Lima General fund B; and

WHEREAS, such interfund loans have been necessary in order for the Town of Lima to advance the formation of Water District No. 5 and the Project; and

WHEREAS, the Town of Lima has maintained suitable records to track the timing and amount of such temporarily diverted funds; and

WHEREAS, the Town Board of the Town of Lima intends to hereby ratify and confirm its intention with regard to the advanced funds constituting the interfund loans from the Town of Lima General Fund B; and

NOW, THEREFORE, upon motion by Councilperson _____, seconded by Councilperson _____, it is hereby:

RESOLVED, that the Lima Town Board does hereby authorize and ratify all funds advanced the Town of Lima General Fund B related to Water District No. 5 and the Project up to and including today's date, in an amount of \$50,898.74 and such other funds that may be necessary to temporarily expend for the Project until such time that the Town has perfected sufficient interim borrowing of funds through a Bond Anticipation Note, which shall be used, in part, to reimburse the Town of Lima General Fund B; and be it further

RESOLVED, that all interfund loan funds advanced from the Town of Lima General Fund B, related to Water District No. 5 and the Project, shall be repaid to such Town of Lima General Fund B from the proceeds of the above referenced Bond Anticipation Note, no later than December 31, 2025.

RESOLVED, that

Dated: October 7, 2025

Vote of the Board:	Michael J. Falk	_____
	Mark Petroski	_____
	Steve Werner	_____
	Bill Carey	_____
	Ron Blodgett	_____

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF LIMA**

Jennifer A. Heim, CMC, RMC,
Town Clerk

INTERMUNICIPAL AGREEMENT
among
THE VILLAGE OF LIMA, THE TOWN OF LIMA
And
LIVINGSTON COUNTY WATER AND SEWER AUHTORITY

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

WHEREAS, the Village is the owner and operator of a municipal water system that primarily serves the residents and customers of the Village, but also serves out-of-district water

users/customers located outside the Village limits within the Town; and

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

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

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

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

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

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

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

WHEREAS, on March 4, 2025 the Lima Town Board adopted Resolution #7 of 2025, forming Water District No. 5, consistent with the Final Map, Plan, and Report dated January 2025, attached hereto as Exhibit 4, and which such resolution was adopted subject to permissive referendum; and

WHEREAS, the Town of Lima Clerk thereafter certified that valid petitions were timely filed to compel a special election/referendum vote regarding Resolution #7 of 2025 and further certified that a special election was duly noticed and held on July 15, 2025, which resulted in the district formation being ratified by the owners of real property within the district that voted at such special election. Accordingly, the formation of the Town of Lima Water District No. 5 (the “**Water District #5**”) was finalized on July 15, 2025, and that the Town Clerk's

certification was filed in the office of the Livingston County Clerk in Liber 76 of Miscellaneous Records, at page 1167 on July 16, 2025; and

WHEREAS, the Village and the Authority (on behalf of the Town of Lima) obtain their municipal water supply for Lima customers from the City of Rochester through a long-term contract agreement. The Rochester water supply is sourced from Hemlock Lake and from Lake Ontario and is delivered through a connection to water lines located in the Town of Mendon, Monroe County. The water supply lines located outside the Town are owned and maintained by the Monroe County Water Authority and/or the City of Rochester. The point of connection for said water supply to the Village and Town/Authority is a pump station fronting upon Rochester Road (NYS Rt. 15A), located in Lima on the Lima/Mendon town line (**“Pump Station”**); and

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

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

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

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

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

- 1.2. **“Pump Station”** shall mean the water pumping station located on NYS Rt. 15A at the Monroe/Livingston County line. This shall include a water meter within the pump station.
- 1.3. **“Water Tower”** shall be the water tower located in the Village.
- 1.4. **“Rt. 5/20 Water Supply Line”** means the water transmission main formerly referred to as the “Village of Lima/Town of Lima and Town of Avon Emergency Water Supply Line”, constructed as part of the 2019 Improvement Project, which, with the construction of the Water District No. 5 improvements, shall be converted to a primary transmission water supply main along NYS Rts. 5 and 20, starting at Livonia Center Rd. traveling west to the Town of Avon/Lima line. This shall also include: a meter vault and master meter to be located in the vicinity of the intersection of NYS Rts. 5/20 and Livonia Center Rd.; meter vault and master meter at the Town of Avon/Lima line; and a pressure reducing valve located within the vicinity of the intersection of NYS Rts. 5/20 and Livonia Center Rd., all of which will be constructed as part of the Water District #5.

- 1.5. **“West End Main Street Improvements”** shall be the replacement/installation of approximately ~3,900 linear feet of 12-inch water main along NYS Rts. 5/20 from the Village line west to the Livonia Center Rd. intersection. This section of water main is currently owned by the Village of Lima and serves out-of-district water customers in the Town. This main is expected to be replaced as part of the Water District #5 construction.
- 1.6. **“East End Main Street Improvements”** shall be the replacement/installation of approximately ~2,400 linear feet of 12-inch water main along NYS Rts. 5/20 from the Village line east to the vicinity of York Street, Lima. This section of water main is currently owned by the Village of Lima and serves out-of-district water customers in the Town. This main is expected to be replaced as part of the Water District #5 construction.
- 1.7. **“Joint Water Facilities”** shall mean all jointly utilized water facilities constructed and improved under the 1987 Improvement Project and 2019 Improvement Project, including the Water Transmission Mains, Pump Station, Water Tower and NYS Rts. 5/20 Water Supply Line. With the completion of Water District #5, this definition shall also include existing Village water transmission main along Rt.5/20 from the western Village line to the eastern Village

line, as well as the newly constructed West End Main Street Improvements and East End Main Street Improvements.

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

2. Term of Agreement

- 2.1. For purposes of this Agreement the "**Commencement Date**" shall be defined as that date when Water District #5 is substantially complete and operational and the Village, Town Water District #5, Town Water District #2, and Town Water District #4 can be fully supplied with wholesale water from the Authority, unless a different date is mutually agreed upon in writing by the Village, Town, and Authority.
- 2.2. The Term of this Agreement will be for a period of 40-years from the Commencement Date.

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

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

3.1. The Parties acknowledge that the Village has been responsible for the construction of and improvements to the Joint Water Facilities as well as maintenance and billing for the maintenance of the Joint Water Facilities between the Parties. The Parties acknowledge that the Village has also historically had greater utilization of the Joint Water Facilities and borne a larger proportionate share than the Town of expenses directly related to the maintenance and debt service of the Joint Water Facilities pursuant to the 1987 MCA and 2024 IMA.

3.2. The Parties acknowledge that the Town will be responsible for the construction of the West End Main Street Improvements and East End Main Street Improvements as part of the construction of Water District #5.

3.3. The Parties historically have shared O&M costs of the Joint Water Facilities based on water consumption by each jurisdiction. With the construction of Water District #5, the Parties agree that the Town/Authority will utilize more of the Joint Water Facilities than originally anticipated in the 1987 MCA, 2019 IMA and 2024 IMA, and the Parties are

therefore desirous of updating the O&M cost sharing between the Parties.

- 3.4. The Parties agree that the current practice for O&M billing, as stated in the 2024 IMA shall continue until the Commencement Date of this Agreement. Upon the Commencement Date of this Agreement, the O&M costs share for the Joint Water Facilities shall be 75% Village and 25% Town/Authority.

- 3.4.1. The Parties agree that within one year following the Commencement Date, the Parties will meet to re-evaluate the above-referenced list of assets to determine how O&M costs should be invoiced and if additional assets should be listed or certain assets removed from this section of the Agreement.

- 3.5. On or before the Commencement Date, the Village shall locate and mark, to the extent feasible, all water appurtenances of the Joint Water Facilities within the Village boundaries, water main along NYS Rts. 5/20 from the Village line west to the Livonia Center Rd. intersection and the water main along NYS Rts. 5/20 from the Village line east to the vicinity of 7595 E. Main Street, Lima, including, but not limited to water mains, main line valves,

hydrant valves, hydrants, all service curb boxes and service laterals.

3.6. On or before the Commencement Date, the Town/Authority shall locate and mark, to the extent feasible, all water appurtenances of the Joint Water Facilities within the Town's Water District boundaries, including, but not limited to water mains, main line valves, hydrant valves, hydrants, all service curb boxes and service laterals.

3.7. Following the Commencement Date the Parties agree that each shall be solely responsible for water line repairs within their respective geographic areas according to the following:

3.7.1. The Village assumes all responsibility, including costs, to repair any leaks detected within the Village boundaries.

3.7.2. Town/Authority assumes all responsibility, including costs, to repair any leaks detected within Town's Water Districts No. 2, No. 4, and No. 5.

3.7.3. The Parties agree to jointly respond to water leaks detected along the Joint Water Facilities, the West End Main Street Improvements and the East End Main Street Improvements. The cost share between Parties for any materials and/or capital improvements shall be consistent with Sections 3.4 and 4.1 of this Agreement.

3.8. The Parties agree that the Water Tower shall be inspected every five (5) to seven (7) years, with the cost of such inspection to be shared pursuant to Section 3.4 above. The first water tower inspection will be conducted in or around 2026. The Parties agree that following the results of the water tower inspection, the Village and Town will jointly agree to make any repairs/improvements needed to ensure the water tower stays in good operating condition. Costs related to repairs/improvements to the Water Tower will be shared pursuant to Section 3.4.

4. Future Capital Improvements of Joint Water Facilities

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

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

5. Master Water Meters

- 5.1. The Village shall own and be responsible for all future installations, replacements maintenance, modifications, and upgrades to the master water meters located at the Pump Station and meter vault at 1574 Rochester Street, Lima, with no contribution from the Town/Authority, unless otherwise stated in this Agreement.

- 5.2. Water District #5 is expected to include several additional master meters and vaults. The Parties agree that the master meter vault locations will be further evaluated and finalized during the design of Water District #5. The Parties agree that the Town/Authority shall own and be responsible for all future installations, replacements maintenance, modifications and upgrades to the master water meters located at, but not necessarily limited to the following locations as they relate to Water District #5: NYS Rts. 5/20 and Livonia Center Rd. intersection; NYS Rts. 5/20 and 7595 E. Main Street, Lima (approximate location); Replacement of north bound master meters only at the Village vault at 1574 Rochester Street, Lima; and NYS Rts. 5/20 and Avon/Lima Town Line.

5.3. The meters shall be maintained within the accuracy limits specified for repair of meters in the latest available version of the AWWA standards for testing cold water meters. The Parties shall cooperate to provide testing of meters. Either Party shall have the right to test (or have tested) any meter at any reasonable time, at its own expense, upon written notice to the other Parties.

5.4. The Parties agrees to provide each other with free and ready access to each of the meter vaults and Pump Station in which the master water meters and associated equipment are housed.

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

6.1. The Parties agree that the current practice for O&M billing, as stated in the 2024 IMA shall continue until the Commencement Date of this Agreement.

6.2. Billing for O&M Expenditures upon Commencement Date of this Agreement.

6.2.1. The Parties agree to meet just prior to the implementation of Water District #5. Implementation of Water District #5 shall be defined as the delivery of water to the Village and Town Water Districts No. 2, No. 4 and No. 5 by an interconnection to the Authority's distribution system at Poplar Hill Rd and S. Lima Rd.

6.2.2. The Parties acknowledge that other components of Water District #5 may come on-line prior to the Village receiving water from the interconnection to the Authority's distribution system, and the Parties further agree that in those circumstances, that billing for O&M expenditures shall continue as stated under the 2024 IMA and Section 6.1 of this Agreement.

6.3. Billing for Capital Expenditures.

6.3.1. The Village and the Town/Authority shall agree to a schedule for reimbursement of capital expenditures prior to the commencement of any capital project.

7. Water Supply

- 7.1. The Village and the Town are parties to a water supply agreement with the City of Rochester dated July 2, 2018 and styled “Water Supply Agreement, Town of Lima Water District No. 2 and Village of Lima”, which is attached hereto as Exhibit 5 (“**Water Supply Agreement**”).
- 7.2. The City of Rochester (the “**City**”) uses a connection with the Monroe County Water Authority to supply water to the Parties pursuant to the Water Supply Agreement, which sets the quantities and cost of water.
- 7.3. Without the construction of Water District #5, the City is the only feasible, long-term water supply available to the Parties that can meet the Parties’ daily water needs.
- 7.4. It is the intent of the Parties that prior to the Commencement Date, the Village and Authority will enter into a separate water supply agreement for the Authority to supply the Village with wholesale water.
- 7.5. Nothing in this agreement shall prohibit Town Water District No. 2 and/or Town Water District No. 4 from disconnecting from the Joint Water Facilities and receiving water supply from another source.

7.5.1. Should it be determined that all or any part of Water District No. 2 or Water District No. 4, can be served by a water supply from another source that will not require the connection or utilization of the Joint Water Facilities, such water district, or part thereof, may, upon not less than one year's written notice to the Village, disconnect and shut off entirely from the Joint Water Facilities, and would no longer be subject to this Agreement.

7.5.2. Any water district, or part thereof that remains connected to the Joint Water Facilities shall continue to be subject to the terms of this Agreement.

7.6. The Parties agree that any outstanding operation and maintenance expenditures owed by Water District No. 2 or Water District No 4. shall be paid in full prior to separation from the Joint Water Facilities and this Agreement. The Parties further agree that any outstanding incurred or assumed debt associated with the Joint Water Facilities due by Water District No. 2 or Water District No. 4 at the time of separation will continue to be the responsibility and obligation of that respective water district.

8. Debt Payment

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

- 8.4. Should the Village decide to pay the debt related to the 2019 Improvement Project in advance of the current amortization schedule (See Exhibit 6), the Village shall advise the Town/Authority of its intent to do so no less than 180 day prior to making the debt payment in full, and the Parties shall meet to discuss how the remaining Town/Authority balance of payments as referenced in Section 8.1 of this agreement will be made to the Village. The Parties agree to make every reasonable and good-faith effort to reach consensus on the Authority's remaining payments to the Village in advance of the payment schedule referenced in the schedule above. However, it shall be in the sole discretion of the Authority to determine whether it shall agree to an amendment in the debt payment schedule set forth in Section 8.1 above.

9. Indemnification

- 9.1. All Parties shall indemnify and hold harmless, to the fullest extent allowed by law, the other from and against any and all liability, damage, expense (including reasonable attorney fees), cause of action, suit, claim, penalty, or judgment, arising from injury to person or property, sustained by anyone, resulting from the respective operation of all or any part or the total system when said

damage or injury is caused by or is due to negligence by the indemnifying Party.

- 9.2. Neither Party shall be responsible to the other, or to third-Parties, for damages resulting from any failure of the Joint Water Facilities or system, when such failure is occasioned through no fault of the Village and/or Town/Authority, or that results from force majeure or is caused by an event not within the reasonable control of the Village and/or Town/Authority.

10. Future Agreements

- 10.1. The Parties agree that upon Commencement Date this Agreement, the **1987 MCA** and **2024 IMA** shall thereafter be null and void and superseded in all respects by the provisions and agreements made herein, subject to payment of all amounts due and owing under those agreements.
- 10.2. The Parties further agree that prior to the Commencement Date of this Agreement the Village and Town agree to take the appropriate action and provide notice to the Town of Avon to amend or replace the **2019**

IMA with a new emergency supply agreement with all parties.

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

11. Contingencies

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

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

- Water Supply Agreement between the Village of Lima and the Livingston County Water and Sewer Authority (attached hereto as “Appendix 3”)

12. Miscellaneous

12.1. The Parties shall designate one or more respective contact persons for purposes of day-to-day interpretation, communications, coordination, and administration of this Agreement. Initially, the representatives shall be the Village Superintendent of Public Works and the Authority Executive Director. Any changes to these designations shall be immediately communicated to the other Party in writing. These representatives may designate other personnel within their respective organization to contact for specific reasons.

12.2. This Agreement shall be construed in accordance with the laws of the State of New York. The Parties acknowledge that the chosen law has a substantial relationship to the Parties and this Agreement and that a reasonable basis exists for the application of New York law. The Parties agree that any action to obtain injunctive or other relief shall be brought exclusively in the State Supreme Court in Livingston County, New York, and waive any objection to personal jurisdiction or inconvenient venue.

12.3. Any notices given pursuant to this Agreement will be deemed to have been given if by certified mail, return receipt requested, if:

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

To The Town:

Town of Lima

7329 East Main Street

Lima, New York, 14485

To the Authority: Livingston County Water and
Sewer Authority

1997 D'Angelo Drive
Post Office Box 396
Lakeville, New York 14480

12.4. No Party shall assign or transfer this Agreement, nor delegate any of its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be

binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.

12.5. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party(ies) against whom it is asserted. Any consent by any Party(ies) to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such Party.

12.6. Except for the payment of amount when due hereunder, any Party(ies) shall be excused from failures or delays in delivery of performance hereunder if such failure or delay is attributable to a Force Majeure Event. For purposes of this Agreement, Force Majeure Event shall mean any fire, flood, storm, act of God, governmental authority interference, labor dispute, war or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected.

12.7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on all Parties. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and absent an original signature, shall constitute the original signature.

12.8. This Agreement will only become effective upon the following: 1) the contemporaneous execution of the Lease Agreement and/or Operation and Maintenance Agreement between the Town of Lima and Village of Lima; and 2) completion of Water District #5 and completion of the LCWSA Regional Water Supply project.

12.9. If any one of the provisions of this Agreement is rendered invalid by a court of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Agreement, which shall remain in full force and effect. Without limiting the generality of the foregoing, if a court determines that any restriction contained in this Agreement is unreasonable, such provision shall be deemed reformed to the minimum extent necessary to permit enforcement.

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

13. Continuity with Other Agreements

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

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

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

13.3 The Parties agree that should any of the above agreements be terminated based on the provisions contained therein, such termination will have the effect of terminating all

of the above agreements without the need for the terminating Party to place the other Party(ies) on notice of such termination.

[Remaining Space Left Blank; Signature Page to Follow]

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

VILLAGE OF LIMA

(SEAL)

By:_____

MAYOR

TOWN OF LIMA

(SEAL)

By:_____

TOWN SUPERVISOR

LIVINGSTON COUNTY WATER & SEWER AUTHORITY

(SEAL)

By:_____

EXECUTIVE DIRECTOR

STATE OF NEW YORK)

) ss:

COUNTY OF LIVINGSTON)

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

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF LIVINGSTON)

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

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF LIVINGSTON)

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

Notary Public

EXHIBITS 1

Municipal Cooperation Agreement (1987 Agreement)

EXHIBITS 2

Town and Village IMA (2019 IMA)

EXHIBITS 3

Intermunicipal Agreement (2024 IMA)

EXHIBITS 4

Town of Lima Water District #5 Map Plan Report

EXHIBITS 5

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

EXHIBITS 6

2019 Improvement Project amortization schedule

Appendix 1

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

Appendix 2

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

Appendix 3

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

INTERMUNICIPAL OPERATION & MAINTENANCE AGREEMENT

between the

TOWN OF LIMA

and the

VILLAGE OF LIMA

(Rt. 5/20 Water Supply Line)

This Agreement entered into as of _____, 2025, by and between the **Town Board of the Town of Lima**, on its own behalf and on behalf of the **Town of Lima Water District No. 5** ("**Town**"), having an office at 7329 East Main Street, Lima New York and the **Village of Lima**, a municipal corporation ("**Village**"), having an office at 7329 East Main Street, Lima New

York. The Village and the Town may be collectively referred to herein as the “Parties” or individually as “Party”.

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

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

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

Avon, Town of Lima and the use of the Rt. 5/20 Water Supply Line; and

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

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

WHEREAS, included as part of the improvements made for Water District #5 System, the Town shall cause the installation of approximately 18,000 linear feet of 12-inch water main along

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

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

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

Village and to serve certain Town customers that will be connected to the Rt. 5/20 Water Supply Line; and

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

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

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

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is

hereby acknowledged, including the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

2. Operation and Maintenance of Facilities; Commencement Date.

1.1 Beginning on the Commencement Date and continuing through the remainder of the Term, as defined below, the Town (through Water District #5) shall operate, maintain and repair the Rt. 5/20 Water Supply Line, together with any replacements, additions, betterments and improvements to the Rt. 5/20 Water Supply Line that may hereafter be furnished and/or installed during the Term of this Agreement, which include any interests in real property.

1.2 For purposes of this Agreement the "**Commencement Date**" shall be _____, 2025, unless a different date is mutually agreed upon in writing by the Town and the Village.

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

2.1 The Town shall have the right to use the Rt. 5/20 Water Supply Line for the transmission of water to serve its current and future retail customers within the Town (including but not limited to its customers that will be connected to the Rt. 5/20 Water Supply Line), without the imposition of any rental, wheeling or other charges by the Village.

2.2 The Town shall have the right to provide for the connection of additional users to the Rt. 5/20 Water Supply Line during the term of this Agreement. All connection and usage fees paid by such users shall be paid to and be the property of the Town, except as otherwise provided herein.

2.3 The Town (through Water District No. 5) shall operate, maintain, repair and replace the Rt. 5/20 Water Supply Line, and any portions or extensions thereof, at its own cost and expense and at its own discretion, excepting that any planned maintenance, repair or improvement to such facilities shall be, to the greatest extent possible, coordinated with the Village in order to avoid any unnecessary interruption of service to Village water customers.

2.4 The Town shall have the right to sell water to its customers or any other municipality or water districts, whether wholesale or retail, through the Rt. 5/20 Water Supply Line, in accordance

with the then current Town rate schedule, which is subject to periodic change by action of the Town Board. The right to sell water to other municipalities or water districts shall not impeded the ability of the Village to be supplied with adequate water to meet the needs of its customers, as provided for in the Water Supply Agreement between the Village and the Authority, that has been negotiated contemporaneously with this Agreement.

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

- v. If at the end of the Term (as defined below), the Town has installed any improvements or infrastructure that are critical to the future maintenance or repair of the Rt. 5/20 Water Supply Line (hereafter “stranded improvements”), it is agreed that the Village shall be entitled to procure those stranded

improvements at a reasonable market-based rate.

- vi. A reasonable market-based rate will be determined through the Village hiring, at the Village's expense, an expert to provide an appraisal as to the value of the subject stranded improvements, which is to be shared with the Town. If the Town agrees to said valuation as the proposed sale price, the Village will have the option to purchase such stranded improvements and pay the agreed upon purchase price in installments amortized over a 20-year period at an interest rate of 1.25%.
- vii. In the alternative, if the Town does not agree with the valuation provided by the Village, the Town may hire an expert to prepare its own market value appraisal, which shall be done at the expense of the Town.
- viii. In the event the parties do not agree as to the Town installed improvements or infrastructure, the two appraisers will select and hire a third appraiser to provide an independent appraisal. The

average of all three (3) appraisals shall be used as the fair market value and procurement price of the stranded improvements.

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

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

3.1 The Village shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the Rt. 5/20 Water Supply Line, other than those stranded improvements made pursuant to section 2.5 above.

3.2 The Village shall assign to the Town the benefit of all construction and/or service warranties held by the Village covering the Rt. 5/20 Water Supply Line construction, and the Village may retain a joint right to enforce any such warranties.

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

4. Supply of Water

4.1 It is understood and agreed that neither the Town nor the Village make any guarantee as to pressure, quantity or continuity of water service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or emergency, or for alterations, extension, connections or repairs, or for any cause other than for such loss, damage, deficiency or failure caused by the negligence, fault or neglect of either the Town or the Village, its agents, servants, employees, contractors, sub-contractors, and/or assigns. In the event of an emergency or other necessity, the Town shall have the right to shut off or reduce the flow of water for such periods as are necessary, in the Town's sole discretion. In all cases, other than emergencies, the Town shall give the Village written notice 48 hours prior to any shut-off or flow reduction. The Town shall

restore service and make water available as soon as it can reasonably do so.

4.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the Town to the customers connected to the Rt. 5/20 Water Supply Line shall be in accordance with and governed in all respects by this Agreement and the Town's rules and regulations for the sale of water, and any charges, amendments or revisions thereof.

6. Collection of Water Charges

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

5.2 As of the Commencement Date, the Town shall be entitled to collect all fees, charges and assessments related to its customers directly served by the Rt. 5/20 Water Supply Line.

7. Term of Agreement

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

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

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

6.4. Upon the expiration of the Term or early termination as set forth in 6.2 or 6.3 above, unless the parties agree otherwise, the Town shall return to the Village the Rt. 5/20 Water Supply Line as operated and maintained, including any warranty information. In addition, the Village shall have the right, if it determines it to be in the public interest, to acquire from the Town any stranded improvements pursuant to Sections 2.5 herein, as installed by the Town. Acquisition of such stranded improvements shall be at the cost and expense of the Village. The value of such additional facilities shall be determined pursuant to Section 2.5 above.

6.5 Notwithstanding the provisions of Section 6.2, the Village shall not have the right to acquire from the Town any water delivery infrastructure and appurtenant improvements owned by the Town if such infrastructure and appurtenant improvements are used by the Town to provide water services to other Town customers, unless to the satisfaction of the Town, adequate provisions are made for continuing service to Town customers consistent with the Town's obligations.

6.6 In the event that this Agreement terminates and the Village takes back Operation and Maintenance of the Rt. 5/20 Water Supply Line contracted hereunder, the Village and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of

facilities to the Town or a written agreement establishing rights for the joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its customers and the Town will be able to use the facilities owned by the Village to meet the Town's obligations to furnish water services to its customers. Such an arrangement will address, as necessary, the rights of the Town and Village to use the each other's facilities, and the terms for such use. If the parties have failed to reach agreement six (6) months prior to the date when operation and maintenance of the Rt. 5/20 Water Supply Line is to revert to the Village, the Village and the Town agree to use non-binding alternative dispute resolution procedures, such as mediation or voluntary arbitration, to assist in the negotiations.

7. Representations, Warranties and Indemnification

7.1 The Village and the Town each represent and warrant that it has full power and authority necessary to execute this Agreement and perform in accordance with its terms.

7.2 The Village represents and warrants that there are no liens, judgments, claims or other liabilities associated with Rt. 5/20

Water Supply Line that would impede or affect the interest of the Town as created hereunder.

7.3 The Village hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the Rt. 5/20 Water Supply Line and that arose prior to the Commencement Date.

7.4 The Town hereby agrees to indemnify and hold the Village harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the Rt. 5/20 Water Supply Line and that arises after the Commencement Date and during the Term of this Agreement.

8. Contingencies

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

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

9. Miscellaneous

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

9.2 If performance under this Agreement by any Party hereto is prevented or delayed by reason of any acts of God, acts of a public enemy, wars, blockages, insurrection, riots, epidemics, pandemics, or other declarations of public health emergency, quarantine restrictions, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of ruler and peoples, civil disturbances, explosions, strikes, the binding order of any court or government authority which has been resisted in good faith by any reasonable legal means, failure or want of any necessary supplies, utilities or products not within the control of such Party or any other cause beyond the control of the Party affected, and which cannot be overcome by reasonable due diligence, such affected Party shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the period of any such cause.

9.3 No Party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained. However, it is expressly recognized by the Village that the Town has previously entered into a long-term lease agreement with the Livingston County Water and Sewer Authority (“Authority”), whereby the Authority operates and maintains the Town’s water system and provides service to the Town’s water customers. It is further agreed that the Village hereby consents to the Town amending such lease agreement with the Authority so that it includes the Authority operating

and maintaining the improvements constructed as part of Water District No. 5 and serving the Town customers therein, should the Town elect to do so.

9.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflicts of laws principles thereof. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in Livingston County, New York or the federal district court having jurisdiction for Livingston County, New York.

9.6 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality

in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

10. Continuity with Other Agreements

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

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

10.2 The Parties agree that it is a continuing condition of this Agreement during its Term, that all of the agreements in 10.1 above remain in full force and effect.

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

[Remaining Space Left Blank; Signature Page to Follow]

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

VILLAGE OF LIMA

TOWN OF LIMA

By: _____

John Skiptunas, Mayor

By: _____

Mike Falk, Supervisor

Date: _____

Date: _____

EXHIBIT A

Intermunicipal Agreement (2019 IMA)

EXHIBIT B

MPR Town of Lima Water District #5

Appendix 1

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

Appendix 2

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

Appendix 3

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

INTERMUNICIPAL OPERATION & MAINTENANCE AGREEMENT

between the

VILLAGE OF LIMA

and the

TOWN OF LIMA

(West/East End Improvements)

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

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

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

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

System are set forth in Exhibit “A” which is attached hereto and made a part hereof; and

WHEREAS, included as part of the improvements made for Water District #5, the Town shall cause the replacement/installation of approximately ~3,900 linear feet of 12-inch water main along NYS Rt. 5/20 from the westerly Village line, west to its intersection with Livonia Center Rd. (the “**West End Main Street Improvements**”), and the replacement/installation of approximately ~2,400 linear feet of 12-inch water main along Rt. 5/20 from the easterly Village line, east to the vicinity of York Street, Lima (the “**East End Main Street Improvements**”), all of which are collectively referred to “**West/East End Improvements**”. The West/East End Improvements are intended to replace two (2) existing sections of water main were previously installed and owned by the Village of Lima, which serve out-of-district water customers in the Town. The West/East End Improvements are set forth in Exhibit “B” hereto; and

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

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

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

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

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

water through the Village System to be distributed to other Town water districts.

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

3. Operation and Maintenance of Facilities; Commencement Date.

1.1 Beginning on the Commencement Date and continuing through the remainder of the Term as defined below, the Village shall operate, maintain and repair the West/East End Improvements, together with any replacements, additions, betterments and improvements that may hereafter be furnished and/or installed during the Term of this Agreement, which include any interests in real property.

1.2 For purposes of this Agreement the "**Commencement Date**" shall be _____, 2025, unless a different date is mutually agreed upon in writing by the Town and the Village.

2. Rights and Obligations of the Village. The Village shall have the following rights and obligations with respect to the West/East End Improvements as of the Commencement Date:

2.1 The Village shall have the right to use the West/East End Improvements for the transmission of water to serve its current and future retail customers within the Village water delivery infrastructure area (including but not limited to its out-of-district customers that will be connected to the West/East End Improvements), without the imposition of any rental, wheeling or other charges by the Town.

2.2 The Village shall have the right to provide for the connection of additional out-of-district users to the West/East End Improvements during the term of this Agreement. All connection and usage fees paid by such out-of-district users shall be paid to and be the property of the Village, except as otherwise provided herein.

2.3 The Village shall operate, maintain, repair and replace the West/East End Improvements, and any portions or extensions thereof, at its own cost and expense and at its own discretion, excepting that any planned maintenance, repair or improvement to such facilities shall be, to the greatest extent possible, coordinated with the Town in order to avoid any

unnecessary interruption of service to Town water customers, including those serviced by the Livingston County Water and Sewer Authority (“**Authority**”) pursuant to any lease between the Town and Authority .

2.4 The Village shall sell water to its out-of-district customers connected to the West/East End Improvements in accordance with the then current Village rate schedule, which is subject to periodic change by action of the Village Board of Trustees.

2.5 Pursuant to NYS Real Property Tax Law §406, the Village shall not be required to pay taxes or assessments upon any properties, replacements, additions, betterments and improvements made or acquired by it or made upon the West/East End Improvements, since the use of the West/East End Improvements is a public use.

2.6 During the Term of this Agreement, the Village shall have the right, at its own cost, to install additional or replacement facilities to the West/East End Improvements as the Village deems necessary or advisable to better serve its customers, subject to the approval of the Town, which shall not be unreasonably withheld. Legal title to any facilities installed by the Village after initial construction/installation by the Town of

the West/East End Improvements, including any replacements thereto, shall vest in the Village.

- ix. If at the end of the Term (as defined below), the Village has installed any improvements or infrastructure that serve only those customers served within the geographic proximity to the West/East End Improvements (hereafter “stranded improvements”), it is agreed that the Town of Lima Water District No. 5 shall be entitled to procure those stranded improvements at a reasonable market-based rate.
- x. A reasonable market-based rate will be determined through the Town hiring, at the Town’s expense, an expert to provide an appraisal as to the value of the subject stranded improvements, which is to be shared with the Village. If the Village agrees to said valuation as the proposed sale price, the Town will have the option to purchase such stranded improvements and pay the agreed upon purchase price in

installments amortized over a 20 year period at an interest rate of 1.25%.

- xi. In the alternative, if the Village does not agree with the valuation provided by the Town, the Village may hire an expert to prepare its own market value appraisal, which shall be done at the expense of the Village.
- xii. In the event the parties do not agree as to the Village installed improvements or infrastructure, the two appraisers will select and hire a third appraiser to provide an independent appraisal. The average of all three (3) appraisals shall be used as the fair market value and procurement price of the stranded improvements.

2.7 The Village shall at all times maintain casualty and liability insurance coverage on the West/East End Improvements and shall at the request of the Town, add the Town as an additional insured with regard to such insurance coverage.

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

3.1 The Town shall not at any time be obligated, without its consent, to make or pay for replacements, additions, betterments or improvements to the West/East End Improvements, other than those undertaken pursuant to the January, 2025 Map, Plan and Report by CPL, D.P.C. and those stranded improvements made pursuant to section 2.6 above.

3.2 The Village shall not resell or redistribute water supplied through the West/East End Improvements to any other municipality or water districts, whether wholesale or retail, without the prior written consent of the Town. In an emergency, the Town will not unreasonably withhold such consent.

3.3 The Town may assign to the Village the benefit of all construction and/or service warranties held by the Town covering the West/East End Improvements, and the Town may retain a joint right to enforce any such warranties.

3.4 The Town shall be responsible for payment of all debt service associated with the West/East End Improvements installed pursuant to the January, 2025 Map, Plan and Report by

CPL, D.P.C. as part of the Water District No. 5 project improvements.

4. Supply of Water

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

4.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the Village to the customers within the West/East End Improvements shall be in accordance with and governed in all respects by this Agreement and the Village's rules and regulations for the sale of water, and any charges, amendments or revisions thereof.

8. Collection of Water Charges

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

5.2 As of the Commencement Date, the Village shall be entitled to collect all fees, charges, assessments and claims related to the non-municipal, retail customers directly served by the West/East End Improvements.

9. Customer Change Over

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

10. Term of Agreement

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

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

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

7.4. Upon the expiration of the Term or early termination as set forth in 7.2 or 7.3 above, unless the parties agree otherwise, the Village shall return to the Town the West/East End Improvements as operated and maintained, including any warranty information. In addition, the Town shall have the right, if it determines it to be in the public interest, to acquire from

the Village any stranded improvements pursuant to Sections 2.6 herein, as installed by the Village. Acquisition of such stranded improvements shall be at the cost and expense of the Town. The value of such additional facilities shall be determined pursuant to Section 2.6 above.

7.5 Notwithstanding the provisions of Section 6.2, the Town shall not have the right to acquire from the Village any water delivery infrastructure and appurtenant improvements owned by the Village if such infrastructure and appurtenant improvements are used by the Village to provide water services to other Village customers, unless to the satisfaction of the Village, adequate provisions are made for continuing service to Village customers consistent with the Village's obligations.

7.6 In the event that this Agreement terminates and the Town takes back Operation and Maintenance of the West/East End Improvements contracted hereunder, the Village and the Town agree to negotiate in good faith to reach a mutually acceptable arrangement (such as, but not limited to, the lease or sale of facilities to the other or a written agreement establishing rights for the joint use of facilities) whereby the Town will be able to operate its water delivery system and provide water services to its customers and the Village will be able to use the facilities owned by the Town to meet the Village's obligations to furnish

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

8. Representations, Warranties and Indemnification

8.1 The Town represents and warrants to the Village that it has taken all necessary steps and followed all lawful procedures relating to the formation of the Town of Lima Water District No. 5, including, but not limited to obtaining any necessary approval of the New York State Comptroller.

8.2 The Town represents and warrants that it has full power and authority necessary to execute this Agreement and perform in accordance with its terms.

8.3 The Town represents and warrants that there are no liens, judgments, claims or other liabilities associated with the

formation of Water District no. 5 that would impede or affect the interest of the Village as created hereunder.

8.4 The Town hereby agrees to indemnify and hold the Village harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the West/East End Improvements and that arose prior to the Commencement Date.

8.5 The Village hereby agrees to indemnify and hold the Town harmless from any and all claims, liabilities, damages, suits, cause of action or other costs (including reasonable attorney fees) resulting from any action or failure to act that is associated with the West/East End Improvements and that arises after the Commencement Date and during the Term of this Agreement.

9. Contingencies

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

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

10. Miscellaneous

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

10.2 If performance under this Agreement by any Party hereto is prevented or delayed by reason of any acts of God, acts of a public enemy, wars, blockages, insurrection, riots, epidemics, pandemics, or other declarations of public health emergency, quarantine restrictions, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, restraints of ruler and peoples, civil disturbances, explosions, strikes, the binding order of any court or government authority which has been resisted in good faith by any reasonable legal means, failure or want of any necessary supplies, utilities or products not within the control of such Party or any other cause beyond the control of the Party affected, and which cannot be overcome by reasonable due diligence, such affected Party shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the period of any such cause.

10.3 No party may assign its rights or obligations under this agreement, unless the written consent of all other parties hereto is obtained.

10.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflicts of laws principles thereof. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in Livingston County, New York or the federal district court having jurisdiction for Livingston County, New York.

10.7 If any term or terms of this Agreement shall be held invalid, illegal or against public policy by any court, governmental agency or other body having appropriate jurisdiction, the parties agree to promptly and in good faith take any reasonable necessary action and negotiate, adopt, execute and deliver such amends hereto so as to correct any invalidity or illegality in a manner consistent with the intent thereof, and the remaining terms of this Agreement shall remain in full force and effect.

11. Continuity with Other Agreements

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

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

11.2 The Parties agree that it is a continuing condition of this Agreement during its Term, that all of the agreements in 11.1 above remain in full force and effect.

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

[Remaining Space Left Blank; Signature Page to Follow]

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

VILLAGE OF LIMA

TOWN OF LIMA

By: _____

John Skiptunas, Mayor

By: _____

Mike Falk, Supervisor

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS UNDER CONTRACT

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

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

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

Water services (long and short side) will be provided for all properties requiring a service, from the water main to the property line. Water meters will also be provided, along with

residential meet pits for properties over 150-feet from the right-of-way line.

EXHIBIT B

MAP OF PROJECT AREA

Appendix 1

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

Appendix 2

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

Appendix 3

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

AGREEMENT

Use of Village DPW facilities for Salt Storage by Town for 2026 as between the Town of Lima and the Village of Lima

THIS AGREEMENT, entered into this ____ day of _____ 2025 and effective as January 1, 2026 ("Agreement") is between the Town of Lima, County of Livingston (the "Town"), and the Village of Lima, County of Livingston (the "Village").

WHEREAS, the Town Highway Department ("Highway Department") annually provides snow removal services on various Town roads and New York State Highways within the Town of Lima; and

WHEREAS, the Village Department of Public Works ("DPW") annually provides snow removal services on various Village streets within the Village; and

WHEREAS, the Town currently has no sheltered storage for its existing and to be acquired salt reserves that are used in the maintenance of Town roads and New York State Highways within the Town of Lima; and

WHEREAS, the Village, at the DPW facilities, has sheltered facilities that are suitable for the storage of salt that is used for road and street maintenance performed by the Highway Department and the DPW; and

WHEREAS, the Highway Department and the DPW have historically collaborated with regard to the purchasing and use of such salt to maintain the safety of the roads highways and streets within the Town and Village of Lima; and

WHEREAS, the Town and the Village believe it to be in the best interest of the residents that the Highway Department and DPW continue to collaborate with regard to the use of salt resources on the roads, highways and streets oof Lima; and

WHEREAS, the Village has adequate surplus space at its DPW facility to permit storage of all salt necessary for the Town and Village to adequately treat their respective roads, highways and streets; and

WHEREAS, the Town is desirous of temporarily using the Village DPW facilities for purposes of having sheltered storage of the salt needed for the 2025-2026 winter road maintenance season; and

WHEREAS, the Town and Village wish to memorialize the terms under which the Town may temporarily store salt at the Village DPW facility.

NOW, THEREFORE, the Town and Village agree to the following:

1. All salt currently existing and being stored by the Village as of October 1, 2025 (estimated to be approximately 200 tons) shall be the property of the Village for its use.
2. The Town shall purchase and pay for all salt needed for both the Highway Department and DPW to use during the 2025-2026 snow removal season to properly treat their respective roads, highways and streets; and
3. The Highway Department and the DPW shall each have unrestricted access to the DPW facility where such salt shall be stored, pending its usage by each entity; and
4. In consideration of the Village temporarily furnishing sheltered storage space to the Highway Department for the storage of such salt, the Town will waive the cost of the salt used by the DPW, for which the Village would historically reimburse the Town, which typically amounts to approximately \$12,000.00; and
5. The Town and Village agree that the term of this Agreement shall expire on December 31, 2026, unless the parties agree to extend this Agreement in writing, after approval from both the Town Board and Village Board of Trustees.

IN WITNESS THEREOF, the parties have duly executed and delivered this Agreement on the latest date as indicated below.

TOWN OF LIMA

Michael Falk, Town Supervisor

Date

VILLAGE OF LIMA

John Skiptunas, Mayor

Date

**INTERMUNICIPAL COOPERATIVE AGREEMENT
REGARDING COMMUNITY SUMMER RECREATION 2026**

THIS AGREEMENT is made by and among the Board of Education of the Honeoye Falls-Lima Central School District (hereafter referred to as “the School District”) and the Town of Lima, the Village of Lima, the Town of Mendon, and the Village of Honeoye Falls, (hereafter collectively referred to as “the Municipalities”), the School District and the Municipalities (hereafter collectively referred to as “the Parties”) all being municipal corporations as defined by section 119-n(a) of the General Municipal Law of New York.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis pursuant to Article 5-G of the General Municipal Law; and

WHEREAS, each of the Parties is authorized to provide recreation programs for its residents on an individual basis; and

WHEREAS, Parties find that it would be in their respective and mutual best interest to operate a single summer recreation program to serve all of the Parties’ resident children rather than to operate separate and individual programs; and

WHEREAS, the School District is able and willing to operate a summer recreation program through its Community Education Department during the summer of 2026 for the benefit of children who reside either within the School District or within any of the Municipalities;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

SECTION ONE TERM

This agreement shall be in effect from the latest date upon which all of the Parties have approved this agreement by actions of their respective governing boards, through October 30, 2026.

SECTION TWO DESCRIPTION OF THE PROGRAM

The Community Recreation Program (hereafter “the Program”) will be operated by the School District’s Community Education Department to provide recreational activities for and will be open to participation by eligible residents of the Municipalities and eligible residents of the School District. Eligible residents will be children entering grades 1 through 8 in September 2026. The Program will operate 9:00 AM to 3:00 PM, Monday through Friday, for six consecutive weeks: Monday, June 29 – Friday, August 7, 2026, excluding holidays.

SECTION THREE ADVISORY BOARD

The Program will have an Advisory Board charged with designing the program, developing a budget, developing administrative procedures, selecting the program director, and evaluating the Program. The Advisory Board will have five members, who will be one liaison each from the School District’s Community Education

Department (Kim Roberts, or designated successor), from the Town of Lima (Designee), the Village of Lima (Designee), the Town of Mendon (Designee) and the Village of Honeoye Falls (Designee). The Advisory Board will be chaired by the School District's liaison and will operate by consensus.

SECTION FOUR STAFFING

The Program will be staffed by a Director and sufficient Counselors to provide the following minimum staff to student ratios:

Grades 1-3	1 Counselor: 7 Campers
Grades 4-8	1 Counselor: 10 Campers

All Program staff will be employees of the School District, subject to the personnel policies and practices of the School District, and shall be supervised by the School District's Director of Community Education.

SECTION FIVE FEES AND CHARGES

Parents will pay a registration fee of \$679 per camper if registration is completed by **May 1st**. After May 1st, the parent paid registration fee is \$720. The participating municipalities will additionally subsidize each camper at \$240. Residents of the school district who reside outside of the Participating Municipalities will be eligible to enroll in the program but will not be eligible for a subsidy and will be required to pay the full registration fee. Municipal subsidies only apply to registrations for the full summer program. Weekly registrations are fully paid by parents.

For campers from all participating communities whose families qualify for the Federal Free Lunch Program, the district will receive a payment from the municipality of \$240 plus 75% of parent fee. For campers from all participating communities whose families qualify for the Federal Reduced Lunch Program, the district will receive a payment from the municipality of \$240 plus 50% of parent fee.

Field trips and food will be available to campers a la carte at an extra charge. No field trip or food costs are included in the registration fee.

A summary of the payments and fees for each situation is provided in Appendix A.

SECTION SIX BUDGET, FINANCES AND ACCOUNTING

The Parties intend that expenses for the Program shall not exceed revenues. The revenues necessary to finance the Program shall be derived from registration fees, subsidies from the Municipalities, and charges for services not covered by registration fees. Each Municipality agrees to maintain a budget appropriation for summer recreation to support the Program in 2026, subject to any limits or special terms for individual municipalities listed in Appendix B. The School District's business office shall provide the financial management of the Program, including all accounts receivable and payable, payroll, and purchasing, and the School District's Treasurer shall keep separate accounts of the same, which shall be subject to examination and audit.

Department (Kim Roberts, or designated successor), from the Town of Lima (Designee), the Village of Lima (Designee), the Town of Mendon (Designee) and the Village of Honeoye Falls (Designee). The Advisory Board will be chaired by the School District's liaison and will operate by consensus.

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SECTION TWELVE NON-WAIVER OF BREACH

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause of excuse for a repetition of such or any other breach.

SECTION THIRTEEN ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it in writing and signed by both parties.

SECTION FOURTEEN APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

SECTION FIFTEEN SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

SECTION SIXTEEN BOARD APPROVAL

This Agreement is subject to the approval of each Party's governing board.

IN WITNESS WHEREOF, the parties hereto have caused this Inter-municipal Cooperative Agreement to be duly approved and executed as of the dates recorded below for each.

HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT

By: _____
Superintendent of Schools

Date of Board Approval: _____

Date Signed: _____

TOWN OF LIMA

By: _____
Supervisor

Date of Board Approval: _____

Date Signed: _____

SECTION TWELVE NON-WAIVER OF BREACH

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause of excuse for a repetition of such or any other breach.

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By: _____
Superintendent of Schools

Date of Board Approval: _____

Date Signed: _____

TOWN OF LIMA

By: _____
Supervisor

Date of Board Approval: _____

Date Signed: _____



LIVINGSTON COUNTY HIGHWAY DEPARTMENT

Jason Wolfanger
Superintendent

Shannon Rice
Deputy Superintendent

Elaine D. Szoczei
Admin. Manager

4389 Gypsy Lane
Mt. Morris, NY 14510
Phone (585) 243-6700
Fax (585) 243-6715

Zac Cracknell
Deputy Superintendent

Shaun Metcalfe
Deputy Superintendent

Letter of Agreement to Extend the Intermunicipal Agreement For Equipment, Machinery, Tools, and Services Sharing (January 1, 2026 – December 31, 2026)

October 23, 2025

Town of Lima
7329 East Main Street
Lima, NY 14485

The parties hereto agree to extend the terms of the Intermunicipal Agreement originally made effective January 1, 2023, for an additional term of one (1) year to terminate on December 31, 2026. This is the third of five renewal options being exercised under the originally executed Agreement. For this renewal year, the parties agree to follow the equipment and wage schedules that will be effective as of January 1, 2026. The parties further agree that pricing for equipment, machinery, and tools shall be modified to reflect a 5% increase. All other terms and conditions of the original Agreement, not otherwise modified by this Letter of Agreement, shall remain in full force and effect.

COUNTY OF LIVINGSTON

By: David L. LeFeber, as Board Chairman

TOWN OF LIMA

By: Michael Falk, Supervisor

A handwritten signature in black ink, appearing to read "Michael Falk", written over a horizontal line.

Lima Contract # 2023-020
2025 3rd renewal

Livingston County Board of Supervisors
Geneseo, New York



Resolution No. 2023-396

RESCINDING RESOLUTION NO. 2022-217 AND AMENDING A PORTION OF RESOLUTION 2022-356 (JOINT SERVICES AGREEMENTS FOR MACHINERY, TOOLS, EQUIPMENT AND SERVICES SHARING ACCESS)

WHEREAS, Resolution Nos. 2022-217 and 2022-356 authorized the Chairman of the Livingston County Board of Supervisors to sign agreements with towns and villages located within Livingston County to permit use of County-owned machinery, tools, and equipment; and

WHEREAS, Resolution No. 2022-217 indicated the initial term of the agreements would be for a period of one (1) year but then incorrectly specified the term would commence January 1, 2023 and terminate December 31, 2024, a two (2) year period; and

WHEREAS, Resolution No. 2022-356 corrected the above-mentioned error; however, indicated the agreements could be renewed for up to five (5) additional one (1) year terms incorrectly specifying this would result in the agreements ultimately terminating December 31, 2027; now, therefore, be it

RESOLVED, that the Chairman of the Livingston County Board of Supervisors is hereby authorized to sign joint service agreements with any town or village in Livingston County for an initial term of one (1) year commencing January 1, 2023 with the option to renew for up to five (5) additional one (1) year terms through December 31, 2028; and be it further

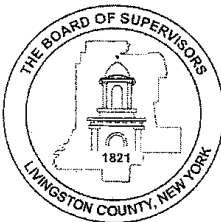
RESOLVED, that Resolution No. 2022-217 is hereby rescinded in its entirety; and be it further

RESOLVED, that Resolution 2022-356 is hereby amended.

Dated at Geneseo, New York

November 15, 2023

Public Services Committee



This is to Certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Livingston, have compared the foregoing copy of resolution with the original resolution now on file in this office and which was duly adopted by the Board of Supervisors of said County on the 15th day of November, 2023 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof I have hereunto set my hand and the official seal of the Board of Supervisors of the County of Livingston, this 15th day of November, 2023.

Michele R. Rees

Michele R. Rees, Clerk of the Board



LIVINGSTON COUNTY HIGHWAY DEPARTMENT

Jason Wolfanger
Superintendent

Shannon Rice
Deputy Superintendent

Elaine D. Szoczei
Admin. Manager

4389 Gypsy Lane
Mt. Morris, NY 14510
Phone (585) 243-6700
Fax (585) 243-6715

Zac Cracknell
Deputy Superintendent

Shaun Metcalfe
Deputy Superintendent

October 23, 2025

To: Town Supervisors & Village Mayors

From: Elaine D. Szoczei
County Highway Dept.

RE: 2026 Inter-municipal Agreement

This letter is to formally advise you that the current Inter-municipal/Services Sharing Agreement is due to expire on 12/31/2025. This is an **extension year**, and the term of this extension shall be from January 1, 2026 to December 31, 2026.

The following is REQUIRED in order for the contract to be valid and must be returned to the Livingston County Highway department.

- ☒ Sign the Letter of Agreement to Extend the Intermunicipal Agreement (for equipment, machinery, tools and services sharing) contract extension.
- ☒ Provide us with an approved TOWN/VILLAGE resolution.
- ☐ Provide an update certificate of Insurance with Additional Insured Endorsement for both General Liability and Auto. The end date on the COI should be AFTER 01/01/2026. If it is not, I will need a new one as soon as it becomes available.

We will provide each municipality with a fully executed contract when complete.

If you have any questions, please call the office.

